



ISLAND CITY DEVELOPMENT AGENDA

AGENDA

DATE & TIME

SPECIAL MEETING OF ISLAND CITY DEVELOPMENT

Monday, June 23, 2025 - 12:00 PM

LOCATION

703 Atlantic Avenue, Alameda, CA 94501 - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

To Attend In-Person -

Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

To Join Zoom Meeting -

<https://us06web.zoom.us/j/84181587298?pwd=oZlsVe1Xn5lJ4eyZ881ZBvAbFRbitP.1>

Meeting ID: 841 8158 7298

Passcode: 209912

Persons wishing to address the Board of Directors are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to sraskin@alamedahsg.org prior to or during the Board of Directors meeting
- Call and leave a message at (510) 571-1700.

When addressing the Board, on agenda items or business introduced by Directors, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Island City Development Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of



Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CONSENT CALENDAR (Action)
 - A. Authorize the Executive Director to Negotiate and Execute Contracts with LifeSTEPS, Inc. for up to \$1,250,000 for social services at The Estuary I and Linnet Corner
5. NEW BUSINESS
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
9. ADJOURNMENT

.....

NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government’s duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people’s review. In order to assist Island City Development’s efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related



disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.



**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: June 23, 2025

Re: Authorize the Executive Director to Negotiate and Execute Contracts with LifeSTEPS, Inc. for up to \$1,250,000 for social services at The Estuary I and Linnet Corner

BACKGROUND

The Housing Authority of the City of Alameda has worked alongside the Alameda Point Collaborative (APC) and Building Futures for Women and Children (BF) for two decades to obtain the property at North Housing via a homeless conveyance that requires up to 90 permanent supportive housing apartments with appropriate services to stabilize and sustain vulnerable households. Comprehensive case management and supportive services are contemplated in the 2008 and 2012 Legally Binding Agreements with the U.S. Navy, the 2012 Memorandum of Understanding, and the 2021 Amended and Restated Memorandum of Understanding and Term Sheet. This last document was approved by the Housing Authority Board of Commissioners in November 2021.

Island City Development, in its limited partnerships for 155 units of affordable homes at Estuary I, the Linnet Corner senior project, and the proposed Estuary II development, has planned for resident services, intensive case management, economic empowerment, and tenant supports such as access to the Alameda Food Bank and transit passes. As the first two projects are ending construction, staff has planned for the contracting of this work, as well as for protocols and reporting requirements that will be necessary.

DISCUSSION**Amenities and Services Provided**

Both Estuary I and Linnet Corner will include multi-purpose community rooms with spaces for classes, onsite resident services, case management, therapy-type services, computer access, and social events. Onsite social services will be provided free of charge to all residents including case management, supportive services, connections/references to healthcare or other resources, and life and job skills training. Additional amenities will include secured bike storage, and an elevator. Landscaped outdoor community space will include space for relaxation as well as outdoor seating and gathering.

Supportive services will be provided via a contract with LifeSTEPS, Inc, as lead service provider. LifeSTEPS, Inc. is a pre-qualified service provider for both the State and CalAIM and was also selected in the most recent procurement process that AHA and ICD held for



supportive services at other tax credit properties. The contract format and deliverables and terms are consistent with social service contracts utilized by the Housing Authority of Alameda and Island City Development in their other properties, except where additional reporting and documentation is required because of the sources and populations served. Supportive services will be voluntary and will be provided at no cost to residents.

The County of Alameda Health Care and Services Agency (HCSA) is providing a contract to LifeSTEPS, Inc. at Estuary I and Linnet Corner for intensive case management for the property at a staffing ratio of 1:25.

LifeSTEPS, Inc. will be the primary provider of resident services including a resident services coordinator, intensive case management funded by the County of Alameda, clinical supervision, and overall site manager. Staff will be stationed onsite to provide day-to-day services for all residents. Building Futures will also facilitate third-party specialized services including economic empowerment specialists from the Alameda Point Collaborative and a nurse and mental health specialist. Together, the services menu will include case management, counseling, job training and placement; substance abuse counseling and support groups; domestic violence support groups; youth afternoon and evening activities and tutoring; computer training, individual, couple and family counseling, household donations and emergency food, and other services necessary to meet the needs of the residents.

LifeSTEPS, Inc., FPI Management and Island City Development/AHA will work collaboratively to sustain residents in their homes, and to help them stabilize and flourish. The robust social service funding and plan, as well as free transit passes, and connections to many community resources in the City of Alameda will also provide important support to these households.

Individual contracts will be signed with the respective legal ownership entities for Estuary I and Linnet Corner. A sample contract is attached. The Linnet Corner contract will be fulfilled with resident services at .22 FTE (Full-time Equivalent) up to .50 FTE, as funds are available. A chart of proposed annual costs and the total for four years is attached.

FISCAL IMPACT

Funding for this contract has been approved in the operating budget of Estuary I and Linnet Corner by ICD and its limited partners.

CEQA

Not applicable

RECOMMENDATION

Authorize the Executive Director to Negotiate and Execute Contracts with LifeSTEPS, Inc. for up to \$1,250,000 for social services at The Estuary I and Linnet Corner

ATTACHMENTS

1. LifeSTEPS, Inc. Contracts - North Housing
2. AHA_LifeSTEPS_Agreement_FINAL_Linnet_Corner



Island City Development

June 23, 2025

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Lifesteps Contracts

Linnet Corner*

.22 FTE Scenario			.50 FTE Scenario		
\$	34,000	Apr-25	\$	77,273	
\$	35,020	Apr-26	\$	79,591	
\$	36,071	Apr-27	\$	81,979	
\$	37,153	Apr-28	\$	84,438	
<hr/>			<hr/>		
\$	142,243		\$	323,281	

Estuary I

\$ 220,000	Apr-25
\$ 226,600	Apr-26
\$ 233,398	Apr-27
\$ 240,400	Apr-28
<hr/>	
\$ 920,398	

TOTAL	22% FTE	\$ 1,062,641
TOTAL	50% FTE	\$ 1,243,679

*ICD may contract for up to .50 FTE at Linnet if funds allow.

Note: Annual increases of 3% are anticipated.

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 1st day of MAY, 2025 ("Effective Date"), by and between the Mabuhay and Lakehurst LP., a California Limited Partnership (hereinafter referred to as "MLLP"), and Life Skills Training and Educations Programs, Inc., a California nonprofit corporation whose address is 3247 Ramos Circle, Sacramento, CA 95827, (hereinafter referred to as "Consultant" or "LifeSTEPS"), is made with reference to the following:

RECITALS:

A. MLLP is a Limited Partnership 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.

B. MLLP is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. MLLP has determined that it requires professional social services.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

MLLP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and end on April 30, 2028, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall provide the following services to MLLP, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Section 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and MLLP relies upon this representation. Consultant shall perform to the satisfaction of MLLP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to MLLP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses, certifications and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Section 3.1 Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of MLLP.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified, experienced and licensed (as needed) personnel who are not employed by MLLP nor have any contractual relationship with MLLP.

2.5 Acceptance by MLLP of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT**

3.1 MLLP shall pay the Consultant for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by MLLP to Consultant for the services provided herein shall not exceed \$34,000 per year (dollars), including all expenses ("Contracted Amount"). MLLP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and MLLP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by MLLP pursuant to Paragraph 4 below. Consultant shall invoice MLLP monthly no later than 15 of the month following for the prior month for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to the property management company by consultant. Property management staff shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to the consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by MLLP. Payment will only be

made via ACH. For this Agreement, invoices must be submitted by email to the primary contact (below) with a copy to invoices@fpimgt.com and Eileen Luo at eluo@alamedahsg.org.

Linnet Corner
Mabuhay and Lakehurst LP
2000 Lakehurst Circle – Leasing Office
Alameda, CA 94501

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion (hours worked); and an invoice total. Copies of monthly service reports must be attached including the number of tenants served (duplicated and unduplicated and unit numbers). . Purchase of supplies should be detailed with receipts provided.

4. **ALTERATION OR CHANGES TO THE AGREEMENT**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant nor shall additional payment(s) be made by MLLP to the consultant without a written amendment to this Agreement.

Consultant understands that MLLP's Board or President, or Contracted Staff, or designee, within their delegated authority, are the only authorized MLLP representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES**

All performances under this Agreement shall be subject to inspection and monitoring by MLLP. Consultant shall provide adequate cooperation to MLLP representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement, including the submission of reports verifying the Consultant's compliance with the performance metrics indicated in this agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, MLLP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to MLLP. When the services to be performed or the products to be provided are of such a nature that the difference cannot be corrected, MLLP shall have the right to require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and/or if applicable, reduce the contract price to reflect the reduced value of the services performed or products provided. MLLP may also terminate this Agreement for default and charge to Consultant any costs incurred by MLLP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure

proper performance under this Agreement and shall permit an MLLP representative to review the self-monitoring records and documentation and/or directly monitor, assess or evaluate Consultant's performance under this Agreement, at any time, upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE**

Consultant and MLLP agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of MLLP. It is expressly understood and agreed that the Consultant (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which MLLP's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rules or regulations and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties and Consultant shall hold MLLP harmless from any and all claims that may be made against MLLP based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of MLLP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

MLLP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

Consultant 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. Consultant shall indemnify and hold MLLP harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. **NON-DISCRIMINATION**

Consistent with MLLP's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminating in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS**

10.1 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless MLLP, The Housing Authority of the City of Alameda and its affiliates Island City Development and Alameda Affordable Housing Corporation, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, volunteers, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts of omissions to act of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives in any way relating to or in the rendering of services under this Agreement, including but not limited to unlawful acts, property damage, bodily injury, or death (MLLP employees included), or any other element of damage of any kind or nature whatsoever, excluding, however, such liability, claims, losses, damages or expenses arising from Indemnitees' sole negligence or willful acts. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, and the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of MLLP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to MLLP the appropriate form of dismissal relieving MLLP from any liability for the action or claim involved.

10.3 The insurance obligations required in this Agreement are in addition to and shall in no way limit or circumscribe Consultant's obligations to defend, indemnify, and hold harmless the Indemnitees. MLLP cannot indemnify Consultant for any costs or liability for any lawsuit or any discrimination complaint against consultant or their staff.

10.4 MLLP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by MLLP, or the deposit with MLLP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. The defense, indemnity, and hold harmless obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to defense, indemnify, or hold MLLP harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following forms of insurance coverage, during the term of this Agreement. On or before the commencement of the terms and within 30 days of renewal of this Agreement, Consultant shall furnish MLLP with certificates of insurance and policy endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

WAIVER OF SUBROGATION:

Consultant hereby grants to MLLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against MLLP by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether MLLP has received a waiver of subrogation endorsement from the Insurer.

FAILURE TO SECURE:

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

SUFFICIENCY OF INSURANCE:

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

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the additional insured entities listed in the Additional Insured

Status provision of Exhibit C are additional insured on insurance required from subcontractors.

Consultant agrees to notify MLLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within 3 business days.

12. **CONFLICT OF INTEREST**

No employee, agent, contractor, officer or official of MLLP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents, and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform MLLP of all Consultant's interests, if any, which are or may be perceived as incompatible with the MLLP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to MLLP employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant 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.

13. **PROHIBITION AGAINST ASSIGNMENTS**

Consultant 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 MLLP. Any attempt to do so without said consent shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from MLLP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to MLLP by Consultant.

14. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from MLLP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to MLLP, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **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 Consultant pursuant to or in connection with this Agreement shall be the exclusive property of MLLP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to MLLP the copyright to Reports created pursuant to this Agreement. Any report, information and data acquired or required by this Agreement shall become the property of MLLP, and all publication rights are reserved to MLLP.

All Reports prepared by Consultant may be used by MLLP in execution or implementation of:

- The original project for which Consultant was hired;
- Completion of the original Project by others;
- Subsequent additions to the original project; and/or
- Other AHA/ICD projects as appropriate.

Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement sufficient to meet each funding and reporting source.

By the 10th of each month, for the prior month, is to include the following data:
Hours at each site and total hours at all sites. If there are months when the total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 30 days. No more than a 10% negative variance will be permitted under the contract.

Total number of groups and classes held and the duration and the attendance for each class. All in-person group events or classes will have a sign-in sheet or list of attendees by name, address, and property. This can be done electronically or on paper. These lists must be retained at least for the duration of the contract but do not need to be submitted monthly

Total number of case management meetings with residents (duplicated and unduplicated).

Total number of individual residents outreached in a month regarding services including unit numbers.

List of referrals (duplicated and unduplicated) made during the reporting month. (to be sent separately)

Total duplicated and unduplicated use of services (number of service touches per client).

Other reporting will include the following data:

- All other reporting required by any project funders. All required reporting for the County of Alameda CES clients and services contract and required for the State of California Housing and Community Development Department will be provided to MLLP ahead of the timelines in those contracts. This must be provided in the format required by these funders.
- Per VHHP guidelines, lead service provider is expected to support owner and property management in meeting specific reporting requirements which include:
 - Report client data in the local Homeless Management Information System (HMIS), if such systems are available, and must comply with local Continuum of Care's HMIS requirements
 - Report annually to the Department on all occupants of these units. Reports should indicate tenant referral source, previous living situation, demographic characteristics, length of stay, housing exit, budgets, progress on outcome measures, and changes in income, benefits, and education, and Veteran- specific information such as disability rating, type of discharge, branch and era of service, and VA healthcare eligibility, and similar information.
 - Type of services, qualifying characteristics of each resident, and similar information, as requested.

- An annual report including:
 - Total unique number of residents served during the reporting year.
 - Total funds secured for residents to maintain housing, resources directly distributed or connected for residents, and new program initiatives.
 - Total number of in-person group classes offered during the reporting year.
 - Total number of unique residents attending groups and classes during the reporting year.
 - Total number and type of referrals made during the reporting year (to include duplicate referrals).
 - Average case management during the reporting year.
- Total number of unique tenant survey responses received for the annual tenant survey and a summary of questions and results.
- Narrative portion containing wins, challenges, service refinements enacted as a result of learnings during the reporting year, and planned innovations in the next program year.
- Consultant will be required to provide an annual presentation to the Board of Commissioners on outcomes and numbers served. A sample presentation is available for reference. This can be done as part of LifeSTEPS' broader annual presentation.

All reports are required to be stored in a digital format rather than being printed and kept as a physical paper document.

No report, information, nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by MLLP.

17. **RECORDS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, 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 for a period of five (5), unless a longer period is required by a funder. Documents and records shall be retained for a period of at least five (5) years after the expiration of the term of this agreement or the last date of services whichever is later.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement 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, and addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to MLLP shall be addressed to:

Mabuhay and Lakehurst L.P
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from MLLP to Consultant shall be addressed to Consultant at:

LifeSTEPS
3247 Ramos Circle,
Sacramento, California 95827
Attention: Elizabeth Southorn, Executive Director

19. **NO SMOKING, DRINKING OR RADIO USE**

Consultant agrees and acknowledges that smoking (including vaping), drinking alcoholic beverages, and listening to radios is prohibited at any MLLP site, including individual units, common areas, and every building, and adjoining grounds. Consultant shall ensure that their employees and suppliers comply with these prohibitions at all times.

20. **TERMINATION**

AHA may, by written notice to consultant, terminate this agreement at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this agreement including, but not limited to, the failure of consultant to timely perform services pursuant to this agreement, including, but not limited to the scope of service attached as Exhibit A.

Upon termination, consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by consultant in performance of services, whether completed or in progress.

If the termination is to be for the convenience of AHA, then AHA shall compensate consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by consultant prior to the date of termination, no later than 30 days after the date of termination. This agreement shall terminate on the date of the written Notice of Termination delivered to consultant.

In the event consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, consultant shall be deemed in default in the performance of this agreement. If such default is not cured within a period of two (2) days after receipt by consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the agreement forthwith by giving to the consultant written notice thereof. If the termination is due to the failure of consultant to fulfill its obligations under this agreement, consultant shall be compensated for those services which have been completed in accordance with this agreement and accepted by the AHA. In such case, AHA may take over the work and procedure the same to completion by contract or otherwise. Further, consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated consultant under this agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with consultant to determine what steps, if any, consultant can take to adequately fulfill its requirements under this agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on consultant and shall be performed as part of this agreement. Termination of this agreement for cause may be considered by AHA in determining whether to enter into future agreements with consultant.

Notwithstanding any of the provisions of this agreement, consultant's rights under this agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this agreement by consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the agreement is terminated pursuant this paragraph. In such event, consultant shall not be entitled to any further compensation under this agreement.

The rights and remedies of the parties provided in this paragraph are in addition to any other rights and remedies provided by law, equity or under this agreement.

21. **FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, natural disasters, or other similar acts, such party shall not be held liable for such failure to comply, provided the

other party receives written notice and verifiable evidence of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES**

Consultant shall comply with all county, state and federal laws, all City of Alameda ordinances, all regulatory requirements, and all rules and regulations enacted or issued by MLLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall immediately inform MLLP and consult with a legal professional.

23. **GOVERNING LAW; SEVERABILITY**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting 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, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS**

In the event Consultant receives payment under this Agreement which is later disallowed by MLLP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to MLLP on request; or at its option MLLP may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES**

Consultant shall not provide partial delivery of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to any information as to this Agreement and Consultant's relationship with MLLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media, unless preapproved by MLLP.

28. **CONFIDENTIALITY**

28.1. **Definition.** Consultant shall observe all Federal, State and MLLP regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to MLLP clients and residents and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; MLLP information or data which is not subject to public disclosure; MLLP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the MLLP nor have any contractual relationship with MLLP. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to MLLP of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard MFA, password, anti-virus/malware deployment. Confidentiality forms must be signed by all staff as they will be handling confidential material and will be working closely to other management staff. Appropriate HIPAA regulations shall be followed. Consultant shall secure all equipment (e.g., laptops, desktops, phones) containing tenant data at all times and will inform MLLP immediately of any theft, loss of equipment and any unauthorized access to tenant data.

Confidential client information may only be released when a fully signed release of information is obtained by the individual(s) or entity requesting the information. Reference to SOP for "Data Sharing and Privacy Policy" Consultant must hold cyber liability insurance and train staff regularly on data security. MLLP may require specific PII and cyber-awareness training to be completed unless consultant can demonstrate they have equivalent training. Sub-contractors will not have access to files or databases.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the MLLP. At MLLP's request, and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to MLLP, at MLLP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance.

29. WAIVER

Any waiver by MLLP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of MLLP to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing MLLP from enforcement of the terms of this Agreement.

30. 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.

31. ADMINISTRATION

The MLLP President shall administer this Agreement on behalf of MLLP and may issue all consents, approvals, directives, and agreements on behalf of MLLP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable MLLP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of MLLP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that MLLP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against MLLP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which MLLP shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

33. ADDITIONAL FEDERAL REQUIREMENTS

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place available to employees and applicants for employment, notices to be provided by MLLP setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback"

Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or MLLP officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a

form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF MLLP OFFICIALS AND EMPLOYEES**

No member, official employee or consultant of MLLP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by MLLP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS**

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D- SOP documents

Mabuhay and Lakehurst LP (Linnet Corner)
Page 20

LifeSTEPS SERVICES AGREEMENT

[REMAINDER OF PAGE INTENTIONALLY BLANK]

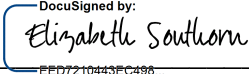
[SIGNATURES ON FOLLOWING PAGE]

Mabuhay and Lakehurst LP (Linnet Corner)
Page 21

LifeSTEPS SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

" LifeSTEPS"

By:  EED7210443EC496...

Name: Elizabeth Southorn

Title: Executive Director

"MLLP"

Mabuhay and Lakehurst LP

By: _____
ICD LAKEHURST LLC,
a California Limited Liability Company,
Its Managing General Partner

By: Island City Development,
a California nonprofit public benefit
Corporation,
Its Sole Manager

By: _____

Name: Vanessa Cooper

Title: President

EXHIBIT A
SCOPE OF SERVICES

LifeSTEPS shall act as the primary services provider for the Property Owner including a Resident Services coordinator, case managers, and overall site manager. Staff will be stationed on-site to provide day-to-day services for all residents at no charge. This agreement with LifeSTEPS confers onto LifeSTEPS sufficient control over the administration of Social Services to ensure effective delivery of Social Programs to the residents at the Property while still meeting the requirements of the Owner, Property Manager and its funding sources.

LifeSTEPS will ensure that best practice for social services in a 100% senior housing project is provided including having clear written policies on privacy, tenant interactions, case management, reporting to APS and law enforcement, emergency response and maintaining tenant files and related databases.

LifeSTEPS agrees it will understand, meet, and follow the requirements of the funding for the provision and documentation of services for Linnet Corner. These funding sources at the time of signing this agreement are as follows:

The building is funded by

- California Tax Credit Allocation Committee and California Debt Allocation Committee through investor equity purchased through Enterprise Community Partners and tax-exempt bond financing issued by California Municipal Authority.
- In addition, the building is also funded by programs through the California Department of Housing and Community Development for Multi-family Housing Program (MHP), Veterans Housing and Homelessness Prevention Program (VHHP), Local Housing Trust Funds (LHTF), Infill Infrastructure Grant (IIG) programs, as well as the Federal Home Loan Bank of San Francisco via Bank of Marin, Alameda Affordable Housing Corporation, and Housing Authority of City of Alameda
- The project has 40 project-based vouchers from AHA.

The building consists of 64 units of senior housing units including 16 units specifically for disabled homeless Veterans as well as 1 manager unit. All households will be between 30% and 40% of AMI income.

MLLP will fund the TCAC required staffing

Role	FTE	Hours per week	Description of services provided by this role
Resident Service	.22	8.8 hours	Note for the first 3 years, AHA may commit in discussion with LS to fund

Coordinator (RSC)			from ownership a total of up to at 0.5FTE for stabilization. Where this can be met from the project budget it will be paid for by MLLP. If not it will be paid for by AHA. Service Coordinator provision shall be no less than three hundred seventy-six (376) hour per year or the equivalent of 5 points of CTCAC service amenities.

Staffing for the position paid for by Alameda County CalAim/CES.

Role	FTE	Hours per week	Description of services provided by the role
Intensive Case Management Services (ICS)	.8	32 Hours	Intensive Case Management Services provision shall be no less than sixteen hundred and sixty-four (1,664) hours per year

All LifeSTEPS staff working on site will be background checked, trained, and have suitable education and experience qualifications for the role assigned. Service provider staff shall complete the training in the Housing First approach and best practice strategies such as Trauma-Informed care and Motivational Interviewing to ensure the services are housing-focused, person-centered, and focus on harm reduction. LifeSTEPS agrees to supply adequate supervision, direction and training to its staff.

LifeSTEPS will inform MLLP of the names and titles of all staff assigned to this contract and will provide a resume for each one. LifeSTEPS may not hire tenants to work on site. Volunteers may only be used with preapproval from MLLP.

MLLP reserves the right to ask LifeSTEPS to exclude any specific staff member if there is evidence of or prior concerns about performance or behavior that is antithetical to the policies procedures or goals of the property. MLLP must be informed immediately if an employee is transferred or terminated. LifeSTEPS agrees to submit timely incidents reports for all incidents involving staff, tenants or the public onsite.

Staff will be stationed onsite to provide day-to-day services, for all residents. *LIFESTEPS to provide a staff schedule to MLLP and post available hours for residents onsite.*

LifeSTEPS agrees that staff will be available by phone via our after-hours emergency number 24 hours a day, 7 days a week to provide immediate assistance and/or support to the client experiencing physical, emotional, or a mental health emergency. Mental health emergencies may include but are not limited to; acting on a suicide threat, homicidal or threatening behavior, self-injury needing immediate medical attention, severely impaired by drugs or alcohol, highly erratic included angry or anxious or unusual behavior that indicates very unpredictable behavior and /or an inability to care

of themselves. In the event of a natural disaster or other emergency, the service provider will assist property management to provide support services that include arrangements for food and transportation needs and will coordinate with other agencies as needed.

MLLP will reimburse for national holidays and 10 days of paid leave per employee, prorated by FTE. If an employee takes more than this the cost is met by Consultant unless the Consultant provides alternative staffing. MLLP and FPI must be informed daily of any staff absences for over 2 hours.

Contractor understands that the property is camera-ed inside and outside and as such their staff and vendors can have no expectation of privacy.

Parking will be provided for the assigned FTEs at no cost, either on site or as dedicated daytime street parking. There is no overnight parking available.

One set of keys and fobs will be provided to each employee. Contractor is responsible for collecting keys from absent or departing employees. Subcontractors will not be allowed keys or access and must be accompanied at all times. Contractor is responsible for safe keeping of keys, and these should not be left in cars, or bags where they may be stolen. Contractor will inform MLLP immediately of any loss or theft of keys. If the contractor or their employee loses keys, then Contractor may be responsible for charge for rekeying or replacement of key fobs.

The Social Service Programs should be designed to nurture and stabilize the residents of the property, with a focus on life skills training, education and supportive services that meet the needs of the residents of the property. Services are designed to generate positive changes in the lives of residents. LifeSTEPS shall provide the following services to all the residents of the property. Available mental health services shall be provided directly by the County or through a subcontracted lead service provider. LifeSTEPS shall coordinate the provision of or referral to services needed by individual residents. These service programs will be designed to meet the specific needs of all residents.

A. Total service staff hours worked on site, per week, will follow the below Fee Schedule [Exhibit B] for the breakdown of hours.)

- LifeSTEPS must provide resident service to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services. These must be fully documented (with sign-in sheets, hours and outcomes necessary to meet TCAC requirements). LifeSTEPS will ensure that all staff are familiar with the TCAC requirements for this building.

The Resident Service Coordinator is committed to providing services to all units that are designated as extremely low income. These households will need

assistance through the application process and continual case management to help obtain and maintain stable housing. Intensive case management services, provided via contract with the County of Alameda, will be provided to the 16 units designated special needs homeless. (see below)

Resident Services for all the residents of the property will include, but are not limited to :

- Providing information about available service in the community; assisting residents with information about available services in the community.
- Assisting residents to access services through information, referral and advocacy.
- Providing information and referral services in housing outplacement services; transportation counseling; benefits assistance; peer advocacy groups; mediation services and medication management.
- Providing linkages to physical health care; mental health care; substance use treatment; representative payee services; legal assistance; domestic violence counseling; safety planning; eviction prevention counseling and advocacy.
- Employment and Job Training: Resident will be offered individualized focus on education and career goals by LifeSTEPS' RSC. LifeSTEPS will also provide on-site educational classes in such subjects as Job Search, Resume Writing, Financial Literacy, Computer Training and Interviewing Skills.
- Meeting one-on-one with residents to coach, support and follow up on the process of seeking and maintaining employment and job training.
- Providing on-site education classes covering a number of subjects, each curriculum to be taught in three-month modules, including healthy living classes, computer training, ESL, and study skills. Adult Education Class provision shall be no less than eighty-four (84) hours per year or the equivalent of 5 points of CTCAC service amenities.
- Providing and coordinating a broad array of life skills training as needed or requested by the resident. Typical life skills training will include financial literacy, household maintenance, basic nutrition, and cooking, laundry, travel training.
- Recognizing that financial literacy is central to successful and stable lives. Financial literacy courses include instruction in money management, savings plans, online banking curricula, and linkages to financial and money saving opportunities in the community.
- LifeSTEPS' RSC will facilitate social activities for residents, such as Holiday celebrations, Movie Night, Potluck Meals, and Special Lectures.

These events are designed to build community among the residents, leading to improved social contact and more stable housing.

- Attending a monthly Alameda social services forum.
- Participating in AHA and/or FPI group meetings with residents.
Conducting outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- Managing other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc. Conducting outreach on activities organized by the AHA's Community Relations Manager.
- Utilizing a variety of platforms to communicate with residents; including face to face meetings, phone calls, door knocking, email and video conferencing.
- Providing mediation to residents and management when dealing with conflict within the community.
- Attending annual fair housing trainings, and other training as provided and required by MLLP.
- Conducting annual emergency preparedness training.
- Providing a monthly calendar of events, posting the calendar on every door and marketing events on community bulletin board, in community room and on office door (additional resident outreach as time permits).
- Collecting emergency contact information from VHHP tenants once a year.
- Including annual emergency and safety awareness in the standard curriculum. Work with owner as needed to build tenant awareness of how to respond in an emergency . Assisting tenants with hoarding, habitability, and other housing retention strategies.
- Providing translation services for those with limited English proficiency,
- Providing a reasonable accommodation process so that tenants with disabilities can fully participate in the services provided.
- Provide assistance to tenants to complete the recertification process required annually by the property and triennially by AHA. Provide assistance for tenants to pass various housing qualify inspections as part of their tenancy.
- Pass tenant complaints within 24 hours through property management and if necessary, through MLLP or the AHA Ombudsman.

Intensive Case Management Services will include the following to the sixteen (16) homeless senior veterans of the property:

- Assisting in on-boarding homeless residents by helping to gather necessary documents for proof of identity, status and income. Securing security deposit

funds, and applying for reasonable accommodations and assisting with appeals of denials.

- Sharing with new residents leasing packets; reviewing tenancy rules; answering questions and addressing initial concerns; making dates to begin gathering information for individual service plan.
- Making crucial referrals for physical and mental health care resources.
- Scheduling regular weekly or bi-monthly meetings depending on client need.
- Assisting special needs residents to maintain their health and housing.
- ICM will develop and implement an individualized service plan for each homeless resident, focusing on physical and mental health, economic resources, housing retention skills and resident strengths, deficits, and life goals.
- Providing transportation counseling.
- Benefits assistance.
- Housing outplacement services and peer advocacy groups.
- Providing linkages through the County's Full Service partners to physical health care, mental health care, and substance use treatment.
- Representing payee service, legal assistance, childcare, domestic violence counseling, safety planning information.
- Safety Planning.
- Eviction prevention counseling and advocacy
- Assist residents with accessing medical insurance/care.
- Assisting residents to access basic needs such as food and clothing.
- Assisting residents with transportation planning for off-site services.
- Meeting and maintaining the referral and services linkage requirements under the VHHP program.

MLLP Responsibilities:

MLLP will provide the following resources for services being offered under the Scope of Services:

- Community meeting space (shared with property management). This must be reserved using a shared calendar managed by AHA. This may not be used for activities unrelated to building management, services or operations.
- Office for LifeSTEPS staff and an available multi-purpose room for part time staff. Office space sharing may be required if staff are not full-time.
- Wi-Fi access, through a hot spot or building secure Wi-Fi networks. Any MLLP issued computers must only access the networks provided. The ability to join other networks must be authorized by MLLP.

- A cell phone number for LifeSTEPS staff to be able to be contacted in the event of any emergency or other urgent situation for after-hours emergencies.
- Funding for laptop or computers for each full-time staff member.
- Furniture, as necessary.
- Lockable filing cabinets for ensuring confidentiality of client information.
- Pin board at each site for use by service provider.
- Office supplies are limited to what is agreed upon at the annual approved budget.
- Access to AHA group training sessions, when appropriate, and at the discretion of MLLP.

Please note parking on-site for case workers will be provided during the business hours, overnight parking is not allowed.

B. Administration of the Contract

HMIS Data Collection, Confidentiality, and Security:

Confidentiality

- Adhere to all policies and procedures documented in the Alameda County HMIS Privacy Policy and Security Policy documents.
- Enforce HMIS Policies and Procedures through agency-level policies and procedures.
- Abide by all amendments to the HMIS Policies and Procedures as decided upon by the CoC Board.
- Abide by all federal and state laws and regulations and with all HMIS Policies and Procedures relating to the collection, storage, retrieval, and dissemination of client information.
- Collect and maintain records of all required Release of Information and Privacy Notice forms in accordance with the HMIS Policies and Procedures established by the CoC Board.
- Abide by all sharing restrictions placed upon the data by the client.
- Not deny services to any client based on the client's rights to decline to provide authorization to enter and/or share their data in HMIS.

Network Operations

- Notify MLLP promptly of any difficulty with system software, access to database, or related problems.
- Maintain their agency internet connectivity and computer equipment in such a manner as not to disrupt continuity of project participation.

Data Entry and Quality

- Collect all mandatory data elements and strive to collect maximum data elements for consenting clients.
- Enter or transfer data into the system within three (3) days of intake, exit, or service delivery date.
- Assure the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of the Consultant will be corrected by the Consultant.
- Consultant's executive leadership accepts responsibility for all records entered by their agency staff and ensures that Partner Agency personnel do not knowingly enter erroneous information into the HMIS.
- Users may not alter or amend information in the database that is entered by another provider agency.
- Users may not include any profanity, offensive language, malicious information, or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation into the database.
- Users may not transmit material in violation of any federal or state regulations, this includes but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

Security

- Limit HMIS access to authorized users and follow all protocols for monitoring those users and prohibiting shared passwords and accounts.
- Maintain records of all User Agreements signed by staff, volunteers and other persons issued a User ID and Password.
- Develop an internal process for the violation of any of the HMIS information security protocols.
- Maintain up-to-date virus protection at each workstation operating HMIS.

Training

- Ensure all agency users are professionally trained and authorized to use the system in accordance with the HMIS Policies and Procedures.
- Consultant holds responsibility to communicate any updated HMIS information to all agency staff and volunteer HMIS users.

Performance Goals (For the 16 Veteran's units)

- At least 75% of participants enrolled in mainstream benefits by annual/exit assessment.
- At least 90% of PSH program participants are enrolled in health insurance by annual/exit assessment.
- At least 95% of PSH participants remain housed in the program for one year or longer.
- No greater than 5% of PSH participants experience an episode of homelessness after exiting the program.
- At least 95% response rate within 2 business days to all service requests.

Mabuhay and Lakehurst LP (Linnet Corner)
Page 30

LifeSTEPS SERVICES AGREEMENT

EXHIBIT B
FEE SCHEDULE

- A. For Resident Service Coordination rendered to all units, LifeSTEPS shall receive an estimated annual fee of **\$34,000** for the first 12 months, from the 15-year property budget and these funds are expected to escalate by no more than 3% annually. A minimum of 376 hours/year of service coordination and 84 hours of adult classes is required.

Position A may be adjusted to a total of 0.5FTE by advanced mutual written agreement with the owner for a limited period.

- B. For Intensive Case Management service rendered to 16 units, under the Cal AIM program funded on a reimbursement basis directly by Alameda County, Lifesteps will provide 0.8 FTE with minimum of 1664 hours a year to service 16 units. This is expected to be approximately \$98,000 a year. In the event of a shortfall from the county funding, there is no obligation for MLLP or AHA to provide additional funding for service and all parties will meet and confer about how this services requirement will be met within 10 business days
- C. Other reimbursable costs are as follows:
- Non-Services Expenses to be billed to the property include:
- Laptops - 1 per FTE up to \$2100 reimbursement
 - Cellphone - - 1 per FTE up to \$50 per month reimbursement
 - Office Supplies (monthly)- \$50 per month allowance
 - Travel – Only as needed to attend to MLLP business.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with residents, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 in the aggregate. For consultants interacting with the public or with residents, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **REQUIRED Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations,

information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses. Policy limits shall not be less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. This requirement does not apply if the Consultant will not be accessing or storing MLLP data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing MLLP information technology systems.

The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the MLLP and the Alameda Housing Authority in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the Mabuhay and Lakehurst may be endorsed onto the Consultant's Cyber Liability Policy as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the MLLP that will be in the Care, custody, or control of Consultant.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, MLLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits shall be available to MLLP. The insurance limits required by MLLP are not represented as being sufficient to protect the Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** Mabuhay and Lakehurst, L.P., The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, ICD Mabuhay LLC (Mabuhay and Lakehurst); and Wincopin Circle LLLP, and its successors, assigns and transferees LP, the Banc of America Housing Funds XVII Limited Partnership, LLLP are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 or 20 26 and CG 20 37 dated 04 13 or newer; or through the addition of both CG 20 38 04 13 (or newer) and CG 20 40 12 19.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects Mabuhay and Lakehurst, LP, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by Mabuhay and Lakehurst, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to Mabuhay and

Lakehurst.

- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by Mabuhay and Lakehurst may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Mabuhay and Lakehurst.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Mabuhay and Lakehurst.
- **Verification of Coverage:** Consultant shall furnish Mabuhay and Lakehurst with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Mabuhay and Lakehurst reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the entities listed in the Additional Insured Status provision of this Exhibit are additional insured on insurance required from subcontractors.
- **Notification of claims:** The Proposer agrees to notify Mabuhay and Lakehurst in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** Mabuhay and Lakehurst reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

Mabuhay and Lakehurst LP (Linnet Corner)
Page 35

LifeSTEPS SERVICES AGREEMENT

EXHIBIT D

Partnership Guide with AHA/FPI/LifeSTEPS

Mabuhay and Lakehurst LP (Linnet Corner)
Page 36

LifeSTEPS SERVICES AGREEMENT