



**COUNTY OF SAN MATEO  
HUMAN SERVICES AGENCY  
OFFICE OF HOUSING**

**Date:** August 13, 2001  
**Hearing Date:** August 21, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen Borland, Director, Human Services Agency   
Steve Cervantes, Director, Office of Housing 

**RE: RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH CITY OF  
MENLO PARK HOUSING AND REDEVELOPMENT DEPARTMENT FOR A  
REHABILITATION LOAN PROGRAM**

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**RECOMMENDATION**

Adopt a Resolution authorizing execution of an agreement with the City of Menlo Park Housing and Redevelopment Department for a Housing Rehabilitation Loan Program.

**Background**

This project was approved for inclusion in the CDBG Action Plan for Fiscal Year 2001/02 on April 24, 2001.

The City of Menlo Park Housing and Redevelopment Department has annually requested funds for a low interest housing rehabilitation program under a cooperation agreement initiated and approved on July 13, 1993. Funds for this program are comprised of new FY CDBG funds if approved, any carry-over funds from prior FY, and actual program income derived from previous loans.

**Discussion**

The City of Menlo Park Housing and Redevelopment Department is projecting to fund 10 single family rehabilitation loans for low income homeowners in FY 01-02.

The agreement meets HUD regulations. Risk Management has reviewed and approved the contractor's insurance coverage.

**Fiscal Impact**

This project is included in the current Office of Housing Budget. The total County obligation under this Agreement is the sum of \$120,000 which is being provided by the CDBG Program, FY 00-01 carry-over funds of approximately \$240,000 and actual FY 01-02 program income funds to be determined. There are no General Funds used in this project.

[LDJohnson, HCD Specialist III, Ext 5002]

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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION AUTHORIZING EXECUTION OF  
AGREEMENT WITH CITY OF MENLO PARK HOUSING & REDEVELOPMENT  
DEPARTMENT FOR A HOUSING REHABILITATION LOAN PROGRAM**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of Community Development Block Grants to eligible public entities; and

**WHEREAS**, those public entities which are eligible to receive said funds are cities with a population in excess of 50,000, public entities, and urban counties; and

**WHEREAS**, public entities that do not otherwise come within the definition of an eligible public agency may cooperate and participate with an eligible public entity such as an urban county; and

**WHEREAS**, a Cooperation Agreement by and between City of Menlo Park and County establishing the formal relationship to cooperate and co-participate, as specifically authorized under the provisions of Government Code Section 6502 and 26227, was entered into by County and Contractor on July 13, 1993; and

**WHEREAS**, this project was included in FY 2001-2002 CDBG Action Plan approved by the Board of Supervisors April 24, 2001; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance, an agreement between the County of San Mateo and City of Menlo Park, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED**, that the President of this Board of Supervisors be, and the President is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

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AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
(HUMAN SERVICES AGENCY  
OFFICE OF HOUSING)  
AND  
CITY OF MENLO PARK HOUSING &  
REDEVELOPMENT  
FOR A HOUSING REHABILITATION LOAN PROGRAM



HSA Contact Person:  
LDJohnson  
HCD Specialist III  
802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO  
(HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND  
CITY OF MENLO PARK HOUSING &  
REDEVELOPMENT DEPARTMENT

FOR A HOUSING REHABILITATION LOAN PROGRAM

the parties hereinafter referred to as "County" and "Contractor" respectively

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of Community Development Block Grants to eligible public entities; and

WHEREAS, those public entities which are eligible to receive said funds are cities with a population in excess of 50,000, public entities, and urban counties; and

WHEREAS, public entities that do not otherwise come within the definition of an eligible public agency may cooperate and participate with an eligible public entity such as an urban county; and

WHEREAS, a Cooperation Agreement by and between Contractor and County establishing the formal relationship to cooperate and co-participate, as specifically authorized under the provisions of Government Code Section 6502 and 26227, was entered into by County and Contractor on July 13, 1993;

WHEREAS, this project was included in FY 2001-2002 CDBG Action Plan approved by the Board of Supervisors April 24, 2001;

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

<b>Contract Amount :</b>	\$120,000.00	<b>Services Start Date:</b>	July 1, 2001
		<b>Services End Date:</b>	June 30, 2002
<b><u>County Representative</u></b>		<b><u>Contractor Representative</u></b>	
Steve Cervantes		Gretchen Hillard	
Director Office of Housing		Program Manager City of Menlo Park	
262 Harbor Blvd., Bldg A		701 Laurel Street	
Belmont, CA 94002		Menlo Park, CA 94025	
(650) 802-5050		650-858-3417	

1. **EXHIBITS** - The following exhibits are attached hereto and incorporated by reference:

Exhibit A: Program/Project Description

Exhibit B: Method and Rate of Payment to Contractor

Exhibit C: 504 Assurances

Exhibit D: Monitoring

Exhibit E: Program Specific Requirements

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the Exhibits control.

2. **DEFINITIONS** - See Exhibit A for any definitions

### 3. **SERVICES TO BE PERFORMED**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

### 4. **PAYMENTS**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed the amount specified as Contract amount on page 1 hereof for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred twenty (120) days after the date services were rendered, or more that ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to,

payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

## 5. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences of, an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

## 6. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## 7. INSURANCE

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Human Services Agency Office of Housing with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency Office of Housing of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

(1) **Workers' Compensation and Employee's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$ -0-

After one (1) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

B. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, and not replaced by Contractor, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## 8. NON-DISCRIMINATION

Contractor shall comply with the non-discrimination requirements described below:

### A. Section 504 of the Rehabilitation Act of 1973

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination in the performance of this contract.

(2) Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

**B. Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

**C. Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

## **9. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS.**

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between the Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such



complaint and a description of the circumstances. Contractor shall provide County with a copy of their response to the Complaint when filed.

## **10. CHILD ABUSE REPORTING**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code §11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

## **11. ASSIGNMENT AND SUBCONTRACT**

A. Without the written consent of the Director of Human Services or her representative, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her representative violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her representative.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her representative shall be subject to the same terms and conditions applicable to Contractor under this agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County upon request.

## **12. RECORDS**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings, if any, are resolved, whichever is greater.

## **13. COMPLIANCE WITH APPLICABLE LAWS**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **14. MONITORING**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D attached hereto and incorporated by reference herein.

## **15. PROGRAM SPECIFIC REQUIREMENTS**

Program specific requirements are contained in Exhibit E attached hereto and incorporated by reference herein.

## **16. ALTERATION OF AGREEMENT**

This agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

## **17. INTERPRETATION AND ENFORCEMENT**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the appropriate Contract Representative as specified on page 1 hereof.

B. Controlling Law. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

**18. TERM OF THE AGREEMENT**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be as specified on page 1 hereof, unless otherwise modified in Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael D. Nevin, President  
President, Board of Supervisors

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

Attest:

\_\_\_\_\_  
Clerk of Said Board

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

CITY OF MENLO PARK HOUSING & REDEVELOPMENT

By: David Barsch, City Manager  
Print Name & Title

[Signature]  
Signature

Date: 7-12-01

Tax ID #: 94-6000370

**PROGRAM/PROJECT DESCRIPTION**

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Purpose of Agreement: The purpose of this Agreement is to offer housing rehabilitation loans to qualified owner-occupants of 1 - 4 unit residences and investor-owners of eligible tenant occupied properties within the incorporated city limits of Menlo Park, for very low and low income families based on U.S. HUD family income definitions, hereinafter referred to as "project".

Contractor Responsibilities:

- a. Carry out the Owner-Occupied Rehabilitation Program (1 - 4 units) and Rental Rehabilitation Program (Investor Owner , Tenant Occupied) within the incorporated City limits of Menlo Park;
- b. Offer housing rehabilitation loans to qualified low and very low income owner-occupants of single family residences and investor-owners of eligible multi-family units within the incorporated city limits of Menlo Park.

Contractor Performance Schedule: Contractor shall initiate a schedule to fund 10 single family rehabilitation projects, rental rehabilitation projects, or a combination thereof as follows:

First Quarter	September 30, 2001	<u>3</u> new projects
Second Quarter	December 31, 2001	<u>2</u> new projects
Third Quarter	March 31, 2002	<u>3</u> new projects
Fourth Quarter	June 30, 2002	<u>2</u> new projects

**Contractor Responsibilities Relating to the County's OBM Initiative:**

Contractor shall engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**METHOD AND RATE OF PAYMENT TO CONTRACTOR**

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Payment by County to Contractor shall be made on a reimbursement basis upon claims for reimbursement of rehabilitation loans made by the Contractor being submitted by Contractor to County Office of Housing. Contractor requests for reimbursement shall be made by the 21st of the month following disbursement and according to County office of Housing procedures. Program income and carry-over funds received by the Contractor shall be disbursed for activities described in Exhibit A, Project Description, of this Agreement, prior to application for reimbursement from new FY 01-02 funds.

Maximum reimbursement to Contractor shall not exceed \$120,000 of new CDBG funds, plus FY 01-02 actual program income, and FY 00-01 carry-over funds of approximately \$240,000.

Reimbursement shall not include allocation for any funds designated or specific to administrative costs for program.

**Human Services Agency's (HSA) Responsibilities Relating to the County's OBM Initiative:**

Agency shall

- provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- Conduct review of performance and outcome information.
- Provide reimbursement for the cost of contractor staff time spent attending OBM meetings, training sessions, and technical assistance events held or required by HSA at a rate not to exceed \$ 40.00 / hour. Application for reimbursement must be made in accordance with eligibility criteria and procedures set forth in OBM Implementation Guidelines.

This reimbursement is over and above the amount specified as "Maximum reimbursement" as described above. A Reimbursement Request form will be provided to you by HSA.

**ASSURANCE OF COMPLIANCE**  
**WITH SECTION 504 OF THE REHABILITATION ACT OF 1973**  
**(Required only from Contractors who provide services**  
**directly to the Public on the County's behalf)**

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The Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.\*

The Contractor gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor: (check a or b)

- a.  employs fewer than 15 persons
- b.  employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person to coordinate its efforts to comply with the DHHS regulations.

DAVID BOESCH  
 Name of 504 Person (type or print)

I certify that the above information is complete and correct to the best of my knowledge.

Date: 7-11-01

By: [Signature]  
 Signature & Title of Authorized Official

\* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with the facility accessibility regulations other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

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**PROGRAM MONITORING**

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Contractor shall provide to County on demand, all requested income and demographic data about the recipients of services under this contract. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

In accordance with **Paragraph 12** of this Agreement, upon reasonable notice, county, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers, records of Contractor which are directly pertinent to this Project or the Housing and Community Development Act programs activities, for the purpose of making audits, examinations, excerpts and transcriptions, Contractor shall further provide County and relevant monitoring agencies reasonable access to the physical premises covered under this Agreement for inspections from time to time for compliance with the terms of this Agreement.

Contractor shall provide County with an Annual Audit Report each year during the term of this agreement. The Audit report must include a statement of compliance with OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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**1. BREACH OF CONTRACT**

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD. County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all finished and unfinished work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

**2. CONTRACT TERMINATION**

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

**3. CONFLICT OF INTEREST**

No members, officers, or employees or agents of San Mateo County, no member of the Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in the agreement or a related contract, or the proceeds thereof.

Contractor shall incorporate the above provisions into all contracts awarded in connection with this Agreement.

**4. LOBBYING PROHIBITED**

CDBG funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. CDBG funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of



**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

**5. INFLUENCING PROHIBITED**

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in Subpart K, (Sec. 570.600-612), Code of Federal Regulations (September 6, 1988):

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. 3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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F. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

I. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

## **7. UNIFORM ADMINISTRATIVE REQUIREMENTS**

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," and applicable sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR 570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR 570.502(b).

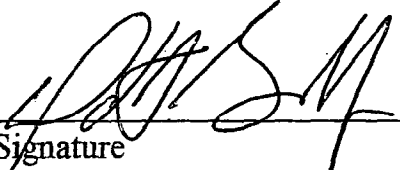
**Fingerprinting Certification**

**AGREEMENT BETWEEN COUNTY OF SAN MATEO  
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)**

**AND**

**CITY OF MENLO PARK HOUSING &  
REDEVELOPMENT**

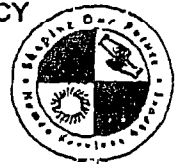
Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

  
\_\_\_\_\_  
Signature

*David Boesch*  
\_\_\_\_\_  
Name (please print)

*City Manager*  
\_\_\_\_\_  
Title (please print)

*7-11-01*  
\_\_\_\_\_  
Date

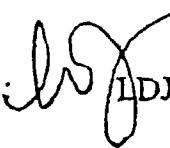


# OFFICE OF HOUSING

262 Harbor Blvd. Bldg. A Belmont, CA. 94002 (650)802-5050 Fax(650)802-5049

To : Priscilla Harris Morse, Risk Manager Fax 363-4864 Pony EPS 163

Number of pages sent including this one 2

From :  LD Johnson, HCD Specialist III ext. 5002 Fax 802-5049 Pony HSA 209

Subject : Contract Insurance Approval

Contractor Name : City of Menlo Park Housing & Redevelopment

Do they travel?  Yes  No

Percent of the time. N/A

Number of employees.

Specific duties : Provide a low interest loan program for low and very low income families.

COVERAGE :	Amount	Approve	Waive	Modify
Comprehensive General Liability	14,000,000	<input checked="" type="checkbox"/>		
Motor Vehicle Liability	10,000,000	<input checked="" type="checkbox"/>		
Professional Liability	0		<input checked="" type="checkbox"/>	
Worker's Compensation	2,000,000	<input checked="" type="checkbox"/>		

Remarks / Comments : This policy is to be renewed.

Request your approval of insurance coverage as stated above. Please return fax this form after your review with comments and/or approval.

Approved as shown.

Approved with modifications.

Priscilla Morse  
Initials

7-10-01  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 11/01/01 3 02 00

**PRODUCER**  
 Acordia of CA Ins. Services  
 CA License# 0352275  
 525 Market St., Suite 2200  
 San Francisco, CA 94105

415-541-7900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	Royal Indemnity Ins. Co.
COMPANY B	Employers Reinsurance Corp
COMPANY C	
COMPANY D	

**INSURED**  
 City of Menlo Park  
 Attn: Finance Dept.  
 701 Laurel Street  
 Menlo Park CA 94025

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	RHJ090198	7/01/00	7/01/01	GENERAL AGGREGATE \$ 14000000 PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 10000000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RHJ090198	7/01/00	7/01/01	COMBINED SINGLE LIMIT \$ 10000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	0370088	2/01/00	2/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 2,000,000 EL DISEASE - POLICY LIMIT \$ 2,000,000 EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 CERTIFICATE HOLDER IS INAS AS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

CO. OF SAN MATEO/REDELOPEMENT  
 FUND/HOUSING & COMM. SERVICES  
 262 HARBOR BLVD, BLDG. A  
 BELMONT, CA 94002

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE  
