

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

CITY OF SOUTH SAN FRANCISCO

TO FUND AN AFFORDABLE HOUSING DEVELOPMENT PROGRAM WITH HOME
PROGRAM FUNDS



HSA Contact Person:
Jack D. Marquis
HCD Specialist III
802-5035

AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"),
AND
CITY OF SOUTH SAN FRANCISCO ("Contractor"),
TO FUND AN AFFORDABLE HOUSING DEVELOPMENT
PROGRAM WITH HOME PROGRAM FUNDS

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

WITNESSETH

WHEREAS, pursuant to the National Affordable Housing Act of 1990, Public Law 101-625, enacted November 28, 1990, federal funds through the HOME Investment Partnership Act may be used to assist eligible housing development activities; and

WHEREAS, the City of South San Francisco has applied for assistance to fund a rental rehabilitation program with HOME funds, specifically targeting the Willow Gardens neighborhood (the "Project"); and

WHEREAS, on May 22, 2001, the Board of Supervisors approved the HOME funding for FY 2001/2002, which included funding for this project; and

WHEREAS, a Cooperation Agreement by and between the City of South San Francisco, establishing the formal relationship to cooperate and co-participate in the HOME program, was entered into on June 4, 1999;

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

<u>CONTRACT</u> <u>AMOUNT</u>	\$500,000.00	<u>CONTRACT TERM</u> Start Date : April 1, 2002 End Date : June 30, 2003
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COUNTY REPRESENTATIVE

Steve Cervantes
Director Office of Housing
262 Harbor Blvd., Bldg A
Belmont, CA 94002
(650) 802-5050 Fax: (650) 802-5049

CONTRACTOR REPRESENTATIVE

Norma Fragoso
CDBG Coordinator
400 Grand Avenue
South San Francisco, CA 94080
(650) 877-3990 Fax: (650) 829-6620

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 language in 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, Contractor, under the general direction of the Director of Human Services Agency (the "Director"), or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A.

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 \$500,000.00.

B. **Method and Rate of Payment.** The method and rate of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director 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 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 than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement 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 at any time due to the 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 being 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, or on account of: (A) injuries to or death of any person, including Contractor; (B) damage to any property of any kind whatsoever and to whomever belonging; or (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, and Contractor shall use all reasonable 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' advanced 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 coverage as required by the California Labor Code. 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 all such policies of insurance required under this Agreement, 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 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 or terminate the 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 of the Rehabilitation Act of 1973 (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 Agreement.

(2) Contractor understands and agrees that compliance with Section 504 of the Rehabilitation Act, requires that all benefits, aids and services be made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor agrees to: a) sign the Letter of Assurance, attached and incorporated herein as Exhibit C; or b) develop 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 other 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, among other things, 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.

D. **Penalty for Violation of the Non-Discrimination Provisions.** Violation of the non-discrimination provisions contained in this Section of this Agreement shall be considered a material breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, at his sole discretion, including but not limited to any or all of the following:

- (1) Termination of this Agreement;
- (2) Disqualification of the Contractor from bidding on or being awarded future County contract for a period of up to 3 years from the date of such breach;
- (3) Liquidated damages of up to \$2,500 per violation;
- (4) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

- (1) Examine Contractor's employment records with respect to compliance with this Section of this Agreement;
- (2) Set off all or any portion of the amount described in this Section of this Agreement against amounts due to Contractor under the Agreement or any other agreement 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 United States Equal Employment Opportunity Commission, the California Fair Employment and Housing Commission or any other entity charged with the investigation of allegations of discrimination 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 any complaint when filed.

9. CHILD ABUSE PREVENTION AND 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 Agreement 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 Agreement 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.

10. 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 of this Agreement by Contractor without the written consent of the Director or her authorized representative violates this and shall be considered a breach of the Agreement and the County may, at its option terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Director or her authorized 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.

11. 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, regulations, and ordinances, 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 time period is greater.

12. COMPLIANCE WITH APPLICABLE LAWS

All services performed under this Agreement 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.

13. MONITORING

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Exhibit D.

14. PROGRAM SPECIFIC REQUIREMENTS

Program specific requirements are contained in Exhibit E.

15. 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.

The Director of the Human Services Agency shall be authorized to execute subsequent amendments and modifications to this Agreement during the term of the Agreement, provided however, that such authority is limited to (a) reducing or increasing the County's maximum fiscal obligation in the event that there is a commensurate reduction or increase in funding received by the County, provided, however, that such increases shall be limited to a total of \$25,000 per funding source; and (b) making changes in the types of services and activities provided by Contractor, provided that the changes have no impact on the County's maximum fiscal obligation to the Contractor.

16. 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 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, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

17. 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: _____
Jerry Hill, President
Board of Supervisors

Date: _____

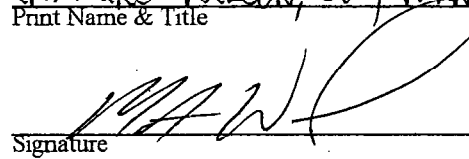
Attest:

Clerk of Said Board

Date: _____

CITY OF SOUTH SAN FRANCISCO

By: Mr. Mike Nilson, City Manager
Print Name & Title


Signature

Date: 4.3.02

Tax ID #: 94-6000435

Exhibit A - Page 1
PROGRAM/PROJECT DESCRIPTION

With the funds provided, Contractor shall administer an Affordable Housing Development Program for the purposes of acquiring and rehabilitating multi-family rental properties. Unless otherwise agreed in writing by the Director, the funds provided to Contractor under this Agreement shall be used exclusively for the acquisition and/or rehabilitation of multi-family housing in the area of South San Francisco commonly known and referred to as the Willow Gardens neighborhood. Contractor may propose alternate HOME eligible projects in writing as provided under this Agreement but such projects must be specifically approved in advance by the Director.

Contractor may pass the funds through to a non-profit housing developer to act as owner-operator of the housing. If Contractor passes such fund through to a non-profit housing developer in the form of a loan, the County shall be named as beneficiary on any loan documents or security instrument. Contractor agrees that, in the event County was not named as beneficiary under any loan documents or security instruments executed in connection with any prior programs or projects funded with HOME funds, Contractor shall assign such beneficial interest to the County prior to disbursement of any funds under this agreement.

Contractor shall be responsible for carrying out the day to day operations of the program; perform initial and yearly housing inspections; prepare cost estimates and construction bid documents; develop contractual agreements with property owners, to ensure that HOME affordability regulations and housing quality standards are enforced; monitor construction for compliance with work specifications and Davis-Bacon requirements; and perform any and all monitoring required for enforcement of HOME regulations. Contractor shall be responsible for compliance with all federal regulations relating to the HOME program.

Contractor shall maintain files on each project funded under this Agreement which shall contain all pertinent HOME information, including, but not limited to, individual project applications, title documents and deed restrictions required to ensure compliance with HOME requirements.

Contractor shall provide to County all information required by the HOME program for setting up a project in the IDIS system, and shall maintain all back-up documentation for each payment request in its project files.

Exhibit B - Page 1
METHOD AND RATE OF PAYMENT TO CONTRACTOR

Payment by County shall be made on a reimbursement basis upon claims for reimbursement being submitted by Contractor to County. Requests for reimbursement shall include copies of invoices, warrants, cancelled checks, or other proof of the expenditure.

Upon written request to the Director of Housing, payments may be made directly to authorized third parties; Contractor must submit original invoices with such requests.

Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the project. County reserves the right to verify such completion prior to payment to Contractor.

None of the funds provided under this Agreement shall be used for salary, fringe benefits or other compensation of employees of Contractor.

Exhibit C - Page 1
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)

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.

NORMA FRAGOSO
Name of 504 Person (type or print)

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

Date: 4.3.02

By: 
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

Exhibit D - Page 1
PROGRAM MONITORING

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

In accordance with Paragraph 11 of this Agreement, upon reasonable notice, County, the United States Department of Housing & Urban Development ("HUD"), the Comptroller General of the United States, or any other relevant monitoring agencies, or an successor agencies, 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, 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".

Exhibit E - Page 1
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

1. BREACH OF AGREEMENT

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. AGREEMENT 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 County, no member of the County's 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

Federal 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. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress,

Exhibit E - Page 2
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

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 24 CFR §§570.600-612:

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 usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and

Exhibit E - Page 3
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

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.

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.

Exhibit E - Page 4
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

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

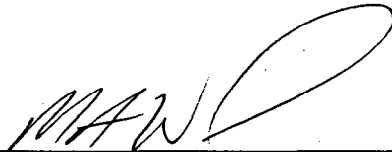
A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits 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
("County")
AND
CITY OF SOUTH SAN FRANCISCO
("Contractor")

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this Agreement 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

MICHAEL A WILSON

Name (please print)

CITY MANAGER

Title (please print)

04.04.02

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CITY OF SOUTH SAN FRANCISCO
Contact Person: Norma Fragoso
Address: 400 Grand Avenue
South San Francisco, CA 94080
Phone Number: (650) 877-3990 Fax Number: (650) 829-6620

II Employees

Does the Contractor have any employees? Yes ___ No
Does the Contractor provide benefits to spouses of employees? Yes ___ No

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on 7/2000 (date) and expires on 6/2003 (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 3 day of April, 2002 at SOUTH SAN FRANCISCO, CALIFORNIA
(City) (State)

[Signature]
Signature
CITY MANAGER
Title

Michael A. Wilson
Name (please print)
94-6000435
Contractor Tax Identification Number

COUNTY OF SAN MATEO
MEMORANDUM

DATE: April 8, 2002

TO: Priscilla Harris Morse, Risk Manager

FROM: Jack D. Marquis, HCD Specialist III

FAX 802-5049

PONY HSA 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: City of South San Francisco

DO THEY TRAVEL: no

PERCENT OF THE TIME: n/a

DUTIES (SPECIFIC): Cooperation Agreement for HOME Consortium

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$7,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$7,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	na	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	\$5,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Request approval of insurance as stated above.

Priscilla Morse
SIGNATURE

PONY EPS 163 SUBMIT TO RISK MANAGEMENT OR FAX 363-4864

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

JULY 25, 2001

BROKER: GALLAGHER HEFFERNAN INSURANCE
 P. O. BOX 7443
 SAN FRANCISCO, CA 94120-7443
 415/546-9300

PROVIDER: ABAG PLAN CORPORATION
 P. O. BOX 2050
 OAKLAND, CA 94604-2050
 510/464-7969

INSURED: CITY OF SOUTH SAN FRANCISCO
 P.O. BOX 711
 SOUTH SAN FRANCISCO, CA 94083

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, UNLESS STIPULATED UNDER "DESCRIPTION":

COMPANIES AFFORDING COVERAGE:

- COMPANY
A ABAG PLAN Corporation
 COMPANY
B Travelers Insurance
 COMPANY
C
 COMPANY
D

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 COVERAGE AFFORDED THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 01-02	7/01/02	6/30/2002	BODILY INJURY		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/ COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	ABAG PLAN 01/02	7/01/01	6/30/2002	BODILY INJURY PER PERSON		
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO (PRIVATE PASSENGER)						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON- OWNED AUTOS						
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRIV. PASS.)						
	<input type="checkbox"/> GARAGE LIABILITY						
B	PROPERTY INSURANCE	PEPIP 2001/02	7/01/01	6/30/02	PROPERTY.	(per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY				BOILER & MACH	\$50,000,000	

DESCRIPTION: General liability insurance includes Public Officials' Errors and Omissions. This Certificate is issued as Proof of Insurance with regard to confirming that the City of South San Francisco is a member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

CITY OF SOUTH SAN FRANCISCO
 P.O. BOX 711
 SOUTH SAN FRANCISCO, CA 94083
 Att: SUSIE CHOI

CANCELLATION

MARCUS BEVERLY, Risk Manager
 ABAG PLAN CORPORATION

**SPECIFIC EXCESS WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INDEMNITY POLICY**

EMPLOYERS REINSURANCE CORPORATION

No. 0637365

SCHEDULE

1. **Insured:** City of South San Francisco
2. **Mailing address:** P.O. Box 711
South San Francisco, California 94044
3. **Named states:** California
4. **Excluded states:** None
5. **Policy Period:**
 - (a) **From:** January 1, 2002
 - (b) **To:** January 1, 2003**Both days at 12:01 A.M. standard time at the
Insured's address shown in Item 2 of this Schedule**
6. **Retention:**
 - (a) **Each accident:** \$300,000
 - (b) **Each employee for disease:** \$300,000
7. **Limit each accident:**
 - (a) **Policy Part One, Workers Compensation:** \$5,000,000
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
8. **Limit each employee for disease:**
 - (a) **Policy Part One, Workers Compensation:** \$5,000,000
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
9. **Premium:**
 - (a) **Payroll divided by \$100 multiplied by:** .2054
 - (b) **Minimum:** \$58,090.00
 - (c) **Deposit:** \$64,544.00

10. Endorsement serial numbers:

- Endorsement No. 1 - S-45(12/97)
- Endorsement No. 2 - SAC-66
- Endorsement No. 3 - SC-77
- Endorsement No. 4 - S-78

Countersigned

**EMPLOYERS REINSURANCE CORPORATION
HOME OFFICE - 5200 Metcalf, P.O. Box 2991
Overland Park, Kansas 66201
(913) 676-5200 or 1-800-255-6931**

Licensed Resident Agent

Date

Thomas J. Frick

Authorized Representative