

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

**THE CITY OF DALY CITY  
FOR THE DALY CITY HOME PROGRAM**



HSA Contact Person:  
Marina Yu  
HCD Specialist III  
802-5039

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO ("County"),  
AND  
THE CITY OF DALY CITY ("Contractor"),  
FOR THE DALY CITY HOME PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
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 Partnerships Act may be used to assist eligible housing development activities; and

**WHEREAS**, a Cooperation Agreement by and between the City of Daly City and the County establishing the formal relationship to cooperate and co-participate, as specifically authorized under the provisions of the National Affordable Housing Act of 1990, for fiscal years 2000, 2001, and 2002, was entered into on June 1, 1999; and

**WHEREAS**, the Board of Supervisors on May 22, 2001 approved the FY 01-02 County of San Mateo County HOME Consortium HOME Program which included \$400,000 for Daly City to assist in acquisition and other eligible activities in support of expanding affordable housing opportunities; and

**IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

<b><u>CONTRACT AMOUNT</u></b>	\$400,000.00	<b><u>CONTRACT TERM</u></b>	
		<b>Start Date :</b>	Upon Date of Execution by County
		<b>End Date :</b>	June 30, 2007
<b><u>COUNTY REPRESENTATIVE</u></b>		<b><u>CONTRACTOR REPRESENTATIVE</u></b>	
Steve Cervantes		Terry Sedik, Director	
Director Office of Housing		Economic & Economic Development, City of Daly City	
262 Harbor Blvd., Bldg A		333-90th Street	
Belmont, CA 94002		Daly City, CA 95025	
(650) 802-5050	Fax: (650) 802-5049	(650) 991-8034	Fax: (650) 991-8070

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
- Exhibit F: Copy of Cooperation Agreement

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 Four Hundred Thousand Dollars (\$400,000.00).

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 DALY CITY

By: John C. Martin, City Manager  
Print Name & Title

  
\_\_\_\_\_  
Signature

Date: May 16, 2002

Tax ID #: 94-600318

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**PROGRAM/PROJECT DESCRIPTION**

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**A. Project Description**

Funding provided under this Agreement shall be used by Contractor to implement a City-administered HOME Program to assist with acquisition of real property and other eligible activities to provide for affordable housing opportunities.

**B. Cooperation Agreement**

The terms and conditions of the Cooperation Agreement ("Cooperation Agreement") entered into by and between the County and Contractor dated June 1, 1999, attached to this Agreement as Exhibit F, establishing a formal relationship for Contractor to cooperate in the County of San Mateo HOME Program, are incorporated by reference as fully if set forth herein.

**C. Insurance**

Notwithstanding Paragraph 7 of this Agreement on the subject of Insurance, the following Section C is added:

Contractor is a legally self-insured public entity, and may alternately provide the levels of liability, workers compensation, vehicle liability and professional coverage through its self-insurance program to and including any excess insurance coverage supplementing the City's self-insurance program.

**D. Responsibilities of City**

1. Contractor shall identify a specific project with a specific address for the use of the HOME funding provided under this Agreement and commit the funds by June 30, 2003. Otherwise the funds shall return to the San Mateo County HOME Consortium for redistribution to eligible HOME projects. Commitment of funds is defined as (1) Contractor having executed a written legally binding agreement under which HOME assistance will be provided for an eligible use; or (2) Contractor has provided sufficient information to County by the aforementioned date to allow the identified project to be set up in the HUD Integrated Disbursement and Information System (IDIS).
2. As part of Contractor's HOME program administration, Contractor shall ensure that expenditures of funds are in compliance with applicable Davis-Bacon prevailing wage requirements, lead-based paint requirements and other applicable federal rules.
3. Contractor shall be responsible for undertaking and completing the required National Environmental Protection Act (NEPA) environmental review prior to County releasing any HOME funds covered under the terms of this Agreement.

**PROGRAM/PROJECT DESCRIPTION**

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4. Contractor shall provide documentation to County verifying the HOME program match at the time of expenditure of funds.
5. Contractor shall provide County with all information required under the HOME program rules for project set-up and completion for the HUD information and disbursement system or a replacement HUD data system.
6. Contractor shall provide to County all documents required by the County for processing payments, and shall maintain all back-up documentation for each payment request in its project files.
7. City shall be responsible for all compliance monitoring and enforcement of HOME Program rules, including obtaining any necessary tenant income certifications. Should Contractor determine non-compliance as part of its project monitoring functions, Contractor shall notify County of such finding within thirty (30) days of notifying project owners of non-compliance.
8. Contractor shall deposit any repayments and interest it may receive, and/or recapture of HOME investments into the County HOME Investment Trust Account, as specified in the Cooperation Agreement.
9. In the event there exists a balance of unexpended funds due to completion of activities described in Section A herein or project termination, Contractor may apply these funds toward another HOME-eligible project, provided the following occurs: (a) City obtains prior written approval from the County Office of Housing Director; and (b) said funds are recommitted by June 30, 2006, with commitment being defined as obligating the funds for a specific project pursuant to a legally binding agreement.

**E. Responsibilities of County**

1. County, as overall designated representative of the San Mateo County HOME Consortium, under the National Affordable Housing Act, has the ultimate and overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Section 92, and for providing all assurances or certifications required thereunder.
2. County shall "bank" all excess HOME Program match credits generated by funding activities under this Agreement toward match requirements for future HOME-assisted projects in the City of Daly City.
3. County shall set up activities under this Agreement in the HUD information and disbursement system upon receipt of project set-up information from City together with evidence of documentation to ensure compliance with HOME Program regulations.
4. County shall process payment requests in a timely manner.

**PROGRAM/PROJECT DESCRIPTION**

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**F. 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.

County, through the Human Services 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.

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

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Disbursement of Funds

Payment to Contractor shall be made on a reimbursement basis. Contractor shall submit requests for reimbursement to County, along with copies of warrants or other evidence of having made expenditures, in accordance with Exhibit A. Contractor shall also submit a written certification stating that the services or activities for which reimbursement is being requested have been satisfactorily performed, that the payments are proper, and that all funds expended were on behalf of and exclusively for the activity described in Exhibit A. County reserves the right to verify performance of services for which reimbursement is requested, prior to making 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 and/or its affiliates.

**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)**

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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)

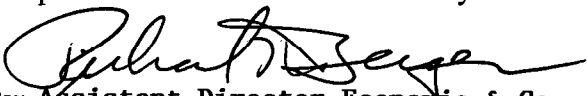
- a.  employs fewer than 15 persons
- b.  employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person to coordinate its efforts to comply with the DHHS regulations.

RICHARD N. BERGER

Name of 504 Person (type or print)

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

Date: May 21, 2002

  
By: Assistant Director Economic & Community Development  
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**

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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 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**

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



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

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**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 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.)

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

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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.

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.

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

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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).

**Exhibit F**  
**COOPERATION AGREEMENT**

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**COOPERATION AGREEMENT**  
**BETWEEN COUNTY AND CONTRACTOR**

**COOPERATION AGREEMENT BY AND AMONG  
THE COUNTY OF SAN MATEO, THE CITY OF DALY CITY  
AND THE CITY OF SOUTH SAN FRANCISCO**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of June, 1999, by and among the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the CITY OF DALY CITY, a duly incorporated City within the County of San Mateo, hereinafter referred to as "DC", and the CITY OF SOUTH SAN FRANCISCO, a duly incorporated City within the County of San Mateo, hereinafter referred to as "SSF";

**WITNESSETH:**

WHEREAS, the National Affordable Housing Act of 1990, Public Law 101-625, enacted November 28, 1990, provides for the distribution of federal funds through the HOME Investment Partnerships Act to eligible public entities; and

WHEREAS, those public entities which are eligible to receive said funds are metropolitan cities, urban counties, or consortia whose formula allocation for distribution of HOME funds is equal to or greater than \$500,000;

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 to form a consortium for purposes of receiving HOME funds; and

WHEREAS, the County of San Mateo has heretofore qualified as an urban county under the Housing and Community Development Act of 1974 and is eligible under the formula allocation to receive HOME funds; and

WHEREAS, the County has solicited the cooperation and co-participation of public entities such as DC and SSF in a Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing; and

WHEREAS, DC and SSF desire to cooperate and co-participate with County in a Consortium for purposes of receiving HOME funds and promoting affordable housing; and

WHEREAS, a Cooperation Agreement by and between DC, SSF and County establishes the formal relationship to cooperate and co-participate as a Consortium and is specifically authorized under the provisions of Government Code Section 26227; and

WHEREAS, Federal regulations 24 CFR Part 92 governing the Home Investment Partnership Act state that the cooperation agreement must be completed and submitted by June 30, 1999; and

**WHEREAS**, DC and SSF now desire to enter into the instant Cooperation Agreement with the County of San Mateo so that they may qualify, under applicable provisions of the National Affordable Housing Act and HUD regulations, as co-participant with County in eligible activities under the Act:

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING**, the parties hereto agree as follows:

1. Purpose: This agreement is for the purpose of enabling the County and DC and SSF to cooperate in undertaking, or assisting in undertaking, public-private partnerships to provide more affordable housing within San Mateo County through the use of HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, new construction of housing, tenant-based rental assistance and financing of rental housing and first-time homeowners programs, primarily to benefit low and very low income households.

2. Term: The term of this agreement shall be for the Federal fiscal years 2000, 2001 and 2002, or until HUD revokes the Consortium's designation as a participating jurisdiction. This agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. Consortium Representative: The County of San Mateo is authorized to act in a representative capacity for all Consortium member units of general local government for the purposes of the HOME program.

4.a. Consortium Representative's Responsibility: County, as designated representative of the Consortium, has the ultimate and overall responsibility, under the Act, and in the view of HUD, for ensuring that the Consortium's HOME program is carried out in compliance with the requirements of 24 CFR Part 92, including the submission of a Program Description for the use of HOME funds which has been mutually agreed upon by DC and SSF and County, and for providing all assurances or certifications required under 24 CFR Part 92. The Program Description sets forth the Consortium's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy) within each of the eligible activity categories. Therefore, County requires DC and SSF, and DC and SSF agree to, strict adherence to the Program Description as approved, and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with the County's certifications under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964; and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. County shall not provide HOME funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or for activities that impede the County's actions to comply with its fair housing certification. In addition, the County and DC and SSF are responsible for taking all required actions to comply with the provisions of the National Environmental Policy Act of 1969.

5. Membership: The County of San Mateo is authorized to amend the consortium agreement on behalf of the entire consortium to add new members to the consortium.

6. Affirmative Action: Under County's ultimate supervision and responsibility as Consortium representative, DC and SSF covenant and agree that they will abide by and enforce all applicable affirmative action requirements including, but not limited to Executive Order 11246, the Equal Employment Opportunities Act, the San Mateo County Affirmative Action Plan and local affirmative action plans.

7. County's Responsibility to DC and SSF: In addition to the foregoing obligations, County agrees:

a. As Consortium representative, County shall, in preparing future plans under the National Affordable Housing Act, solicit to the extent allowed by the Act and all HUD regulations, DC and SSF's participation in the development of such future plans which refer to DC and SSF's activities under the Act.

b. As Consortium representative, County agrees to distribute funding it receives from the Consortium's current plan application and in future plans, in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required by the Act of HUD. As Consortium representative, the County recognizes that DC and SSF have specific geographical housing needs that are described in the Consolidated Housing & Community Development Plan, representing approximately 14-16% of the Consortium's needs as defined by HUD allocation formulas. Accordingly, the County will consider these needs in the distribution of the annual HOME funds.

c. As Consortium representative, County agrees to allocate one percent (1%) of the Consortium's total annual allocation to DC and one percent (1%) of the Consortium's total annual allocation to SSF for general administration activities.

8. DC and SSF's Responsibilities to County: In addition to the foregoing obligations:

a. DC and SSF agree to expend any funds received by virtue of any of the Consortium's plans only in accordance with the terms and conditions stated therein, or as amended by HUD.

b. DC and SSF agree to cooperate with County as Consortium representative in the development of future plan applications for HOME funds under the Act, with regard to affordable housing development activities to be continued or undertaken by DC and SSF within its boundaries.

c. DC and SSF agree, in return for the distribution of general administration funds, to participate in the preparation of the Consolidated Housing & Community Development Plan, prepare annual reports as they relate to DC and SSF, and to perform other activities pertinent for Entitlement Cities participating in the HOME program.

b. DC and SSF agree to cooperate with County as Consortium representative in the development of future plan applications for HOME funds under the Act, with regard to affordable housing development activities to be continued or undertaken by DC and SSF within their boundaries.

c. DC and SSF agree, in return for the distribution of general administration funds, to participate in the preparation of the Consolidated Housing & Community Development Plan, prepare annual reports as they relate to DC and SSF, and to perform other activities pertinent for Entitlement Cities participating in the HOME program.

9. Local HOME Investment Trust Fund:

a. As Consortium representative, County must establish a local HOME Investment Trust Fund account.

b. Any repayments of HOME funds and matching, contributions and any payment of interest or other return on the investment of HOME funds and matching contributions must be placed in the local HOME Investment Trust Fund account.

c. County has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Investment Trust Fund monies and County shall require appropriate record keeping and reporting by DC and SSF as may be needed for this purpose.

d. In the event of close-out or change in status of DC and SSF, any HOME program income that is on hand or received subsequent to the close-out or change in status shall be paid into the local HOME Investment Trust Fund administered by the County as Consortium representative. DC and SSF may elect to have its matching contribution, as available, returned to DC and SSF or remain in the local HOME Investment Trust Fund for use for other eligible projects.

10. Fair Housing: The parties hereto agree to affirmatively further fair housing, which means they will conduct an analysis of impediments to fair housing choice within their jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

11. Headings: The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

12. Minor Amendments to the Agreement: Should it become necessary to change the language of this agreement to meet HUD approval, without making major changes and without altering the intent of the agreement, such changes may be made administratively with the written consent of both the City Managers of DC and SSF and the County Manager. All remaining provisions of said agreement shall remain in full force and effect for the term provided herein.



IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF SAN MATEO

Mary Griffin  
President, Board of Supervisors

Certificate of Delivery

(Government Code Section 25109)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Dale Ellen Young  
Deputy Clerk of the Board of Supervisors

ATTEST:

[Signature]  
Clerk of Said Board

CITY OF DALY CITY

[Signature]  
City Manger

ATTEST:

[Signature]  
City Clerk

CITY OF SOUTH SAN FRANCISCO

[Signature]  
City Manger

ATTEST:


[Signature]  
City Clerk

## Fingerprinting Certification

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

### CITY OF DALY CITY

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.

  
\_\_\_\_\_  
Signature

**JOHN C. MARTIN**  
\_\_\_\_\_  
Name (please print)

**CITY MANAGER**  
\_\_\_\_\_  
Title (please print)

**5-15-02**  
\_\_\_\_\_  
Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CITY OF DALY CITY

Contact Person: JOHN C. MARTIN

Address: 333 - 90TH STREET

DALY CITY, CA 94015

Phone Number: 650-991-8127 Fax Number: 650-991-9459

II Employees

Does the Contractor have any employees? x Yes \_\_\_ No

Does the Contractor provide benefits to spouses of employees? x 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 (date) and expires on (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 16th day of May, 2002 at Daly City, CA (City) (State)

Signature

JOHN C. MARTIN

Name (please print)

City Manager Title

94-6000318 Contractor Tax Identification Number

**Office of Housing  
MEMORANDUM**

**DATE:** April 13, 2000

**TO:** Priscilla Harris Morse, Risk Manager

**FROM:** Marina Yu      **PHONE:** 802-5039      **FAX** 802-5049      **PONY HSA 209**

**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** City of Daly City

**DO THEY TRAVEL:**

**PERCENT OF THE TIME:**

**NUMBER OF EMPLOYEES:**

**DUTIES (SPECIFIC):**

Agreement provides \$494,460 for Daly City to administer a City HOME Program.

<b>COVERAGE:</b>	<b>Amount</b>	<b>Approve</b>	<b>Waive</b>	<b>Modify</b>
Comprehensive General Liability	\$1,000,000	✓		
Motor Vehicle Liability	1,000,000	✓		
Professional Liability	-0-		✓	
Worker's Compensation	statutory	✓		

**REMARKS/COMMENTS:**

City is self-insured; see attached language of agreement - pages 3-4. Please review insurance and approve.

*Priscilla Morse*  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

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

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7/11/01

**PRODUCER**

ROBERT F. DRIVER COMPANY, INC.  
 P.O. Box 6450  
 Newport Beach, CA 92658-6450  
 Ph (949) 756-0271 / Fax (949) 756-2713  
 License No. 0C36861

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**

**INSURED**

CITY OF DALY CITY  
 ATTN: MIKE WILSON  
 333 90<sup>TH</sup> STREET  
 DALY CITY, CA 94015

COMPANY LETTER	A	SPECIALTY NATIONAL INSURANCE COMPANY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

**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, EXCLUSION 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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG.	
					PERSONAL & ADV. INJURY	
					EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED. EXPENSE (Any one person)	
	<b>AUTOMOBILE LIABILITY</b> <input 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 <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	3XZ120838-00	07/01/01	07/01/02	EACH OCCURRENCE	\$ 20,000,000
					AGGREGATE *	\$ 20,000,000
					SIR	\$ 100,000
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	
	<b>OTHER</b> * PUBLIC OFFICIALS ERRORS AND OMISSIONS.					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

EVIDENCE OF INSURANCE. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

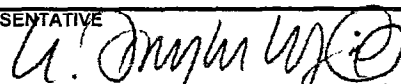
**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
 HUMAN SERVICES AGENCY HOUSING DIV.  
 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



**CITY OF DALY CITY  
EXCESS LIABILITY  
NAMED INSURED  
JULY 1, 2001 TO JULY 1, 2002**

**INSURED:** CITY OF DALY CITY  
333 90<sup>TH</sup> STREET  
DALY CITY, CA 94015

**NAMED INSURED:**

CITY OF DALY CITY

NORTH SAN MATEO COUNTY SANITATION DISTRICT

DALY CITY REDEVELOPMENT AGENCY

DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY

DALY CITY PUBLIC FACILITIES FINANCING CORP.

# CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
6/30/99

415-541-7903

Acordia of California  
Insurance Services  
525 Market St., Suite 2200  
San Francisco, CA 94105

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	Ins. Co. of the West
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
  
City of Daly City  
Attn: Mike Wilson  
333 90th Street  
Daly City CA 94015

### 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	GENERAL LIABILITY	CSR116423809	7/01/99	7/01/00	GENERAL AGGREGATE \$ 500000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 100000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 100000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	CSR116423809	7/01/99	7/01/00	COMBINED SINGLE LIMIT \$ 100000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	ESR116423909	7/01/99	7/01/00	EACH OCCURRENCE \$ 900000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 900000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WSD155770301	1/01/99	1/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 100000
					EL DISEASE - POLICY LIMIT \$ 100000
					EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: Office of Housing

#### CERTIFICATE HOLDER

OFFICE OF HOUSING  
Norman Pescoe, HCD Specialist  
262 Harbor Blvd., Bldg. A  
Belmont, CA 94002-4017

#### 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

*Neal Blakely*