



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO
THE CITY OF REDWOOD CITY
AND THE REDWOOD CITY SCHOOL DISTRICT
FOR
Fair Oaks Athletic Field Renovations
For the period of
10 Years From Execution**

Contact Person: Marina Yu
Telephone number: (650) 802-5039

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
City of Redwood City and the Redwood City School District**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
the City of Redwood City (hereinafter called "City" or "Contractor") and the Redwood
City School District (hereinafter called "District" or "Contractor");

W I T N E S S E T H:

WHEREAS, the District is the owner of certain real property, also known as the
Fair Oaks Elementary School, located at 2950 Fair Oaks Avenue, Unincorporated
Redwood City ("Property"); and

WHEREAS, the District, the City, and the County have determined that the
Playfield ("Playfield") located on the premises of the Property has joint benefit for all
Parties, in that the playfield would be maintained for school activities during school
hours, and for community-wide recreational use during off-school hours in order to
maximally benefit neighborhood residents, particularly youth; and

WHEREAS, the Parties desire to cooperate to repair and renovate the Playfield
("Project"), and to have it maintained after renovation; and

WHEREAS, the Project is estimated to cost \$1.214 million, including architectural
services and contingencies; and

WHEREAS, a total of \$1.214 million has been committed to the Project as
described below: and

WHEREAS, on February 24, 2003, the City Council approved \$525,000 for the
Project; and the City intends to set aside another \$100,000 for this Project, resulting in a
total City commitment of \$625,000; and

WHEREAS, the District has approved \$289,000 for this Project from proceeds of
a school bond for playfield renovation; and

WHEREAS, the City, on behalf of itself and the District, applied to the County for
Community Development Block Grant ("CDBG") funding assistance for the Project; and
on May 6, 2003, the County Board of Supervisors approved the CDBG Action Plan for
FY 2003-04, which included \$300,000 CDBG funding for the Project; and

WHEREAS, the above-named Parties desire to enter into an Agreement for the
purposes of repair, renovation, and maintenance of the Playfield;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

<u>CONTRACT AMOUNT</u> \$1,214,000.00	<u>CONTRACT TERM</u>
	Start Date : Upon Execution by all Parties
	End Date : Ten Years After Execution
<u>COUNTY REPRESENTATIVE</u>	<u>CONTRACTOR REPRESENTATIVE</u>
Steve Cervantes	Richard Claire
Director Office of Housing	Mayor
262 Harbor Blvd., Bldg A	1017 Middlefield Road
Belmont, CA 94002	Redwood City, CA 94061
(650) 802-5050 Fax: (650) 802-5049	(650) 780-7000 Fax: (650) 780-7225
	<u>CONTRACTOR REPRESENTATIVE</u>
	Ronald F. Crates
	School Superintendent
	750 Bradford St
	Redwood City, CA 94063
	(650) 423-2200 Fax:

1. **Exhibits.**

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

- Exhibit A: Roles and Responsibilities of the Parties
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: Equal Benefits Declaration Form
- Exhibit D: Monitoring
- Exhibit E: Program Specific Requirements
- Exhibit F: Assurance of Compliance with Section §504

2. **Services to be performed by Contractor.**

The roles and responsibilities of the parties to this Agreement are enumerated in Exhibit A.

3. **Payments.**

Exhibit B describes the payment process for this Project. Total contract amount is One Million two Hundred and Fourteen Thousand Dollars (\$1,214,000.00), provided by the parties as follows: City \$625,000; District \$289,000; and County \$300,000.

4. **Term and Termination.**

This Agreement shall remain in full force for ten (10) years from the date it is fully executed, and any or all parties' participation may only be terminated by written agreement of all parties, or as otherwise set forth herein. Parties acknowledge that after expiration of the ten (10) year term, the City and the School District may enter into a new agreement and the County may not be party to that new agreement.

The only other instances in which one party may terminate this Agreement are:

- a. Pursuant to the "default" provision of this Agreement; or
- b. If, after reviewing the initial bids, any one of the parties determines that participation is impractical.

If a dispute arises out of or related to this Agreement, or the breach thereof, the parties shall endeavor to settle the dispute through direct discussions. If the dispute cannot be settled through discussions, the parties agree to first try, in good faith, to resolve the dispute by mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding.

Notwithstanding any other provision of this Agreement to the contrary, any failure by County, City or District to perform any duty or obligation set forth in this Agreement, shall not be deemed a breach of or default in the performance of this Agreement if such failure to perform is caused by fire, earthquake, flood, hurricane, the elements, acts of God or the public enemy; actions, restrictions, limitations or interference of other governmental authorities or their agents; enforcement of applicable provisions of federal, state or local law; war; invasion; insurrection; rebellion; riots; strikes or lockouts; or inability to perform which is beyond the reasonable control of County, City or District.

Default

- a. In the event of default by any party, any other party shall give written notice to the defaulting party of the default. The defaulting party shall have ninety (90) days from the day of written notice to cure the default, provided, that if the default cannot reasonably be cured within ninety (90) days, the defaulting party may commence to cure the default within said ninety (90) day period and shall diligently pursue all necessary and appropriate action to cure the default within a reasonable time thereafter.
- b. The parties' respective remedies hereunder in the event of default shall be cumulative and in addition to all other rights and remedies which may accrue under this Agreement.

5. **Availability of Funds.**

The parties may terminate this Agreement or a portion of the services referenced in the Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to the other parties as soon as is reasonably possible after they learn of said unavailability of outside funding, provided however, this Agreement may survive should the other two parties desire its continuation.

6. **Relationship of Parties.**

The parties agree and understand that the work/services performed under this Agreement are performed as independent Contractors.

7. **Hold Harmless.**

- a. Subject to the specific provisions in subsection b, c, and d below of this Section, each party shall indemnify, defend and hold harmless the other parties, their officers, agents and employees against any and all claims, causes of action, suits or judgments, for death or injuries to persons, or loss of or damage to property, resulting from the negligent acts of the indemnifying party, its officers, agents, employees or invitees in the performance of this Agreement. In the event of any such claims made, or suits filed, the party against whom the claim is filed shall give prompt written notice thereof to the other parties, which shall have the right to defend or settle the same to the extent of its interest hereunder.
- b. In the event of claims, causes of action, suits or judgments, for death or injuries to persons, or loss of or damage to property, alleged to have resulted from the use or supervision of the premises for a particular activity thereon, or from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, it shall be presumed that primary liability and responsibility to defend against such claims is that of the party whose officers, employees or agents are primarily responsible for the use or supervision of the facilities for that activity.
- c. In the event of claims, causes of action, suits or judgments, for death or injuries to persons, or loss of or damage to property, alleged to have resulted from a dangerous condition of the property, and/or the maintenance, lack of maintenance or negligent maintenance of the facilities, it shall be presumed that primary liability and responsibility to defend against such claims is that of the party whose officers, employees, or agents have created the dangerous condition or were primarily responsible for the maintenance of the facilities, the lack of maintenance or negligent maintenance thereof.
- d. In the event of claims, causes of action, suites or judgments, for death or injuries to persons, or loss of or damage to property, alleged to have resulted from the provision of services, including police, fire, or other services, it shall be presumed that primary liability and responsibility to defend such claims is that of the party whose officers, employees or agents are primarily responsible for the provision of said services.

8. **Assignability and Subcontracting.**

The parties shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required under this Agreement without the prior written consent of all the parties. Any such assignment or subcontract without all the parties' prior written consent shall give the other parties, as the case may be, the right to automatically and immediately terminate this Agreement.

9. **Insurance.**

County, City, and District shall each maintain public liability insurance or self insurance, generally at levels currently in effect to reach agency requirements, insuring against all liability of City, County, and District and their authorized representatives arising out of and in connection with this Agreement.

Worker's Compensation and Employer's Liability Insurance. All parties shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

10. **Compliance with Laws; Payment of Permits/Licenses.**

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "F," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractors will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. **Non-Discrimination.**

A. All parties shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. Exhibit E, Section 6 D describes Section 504 requirements as they relate to capital projects.

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

C. *Equal employment opportunity.* All parties shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractors' equal employment policies shall be made available to County of San Mateo upon request.

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

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

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

F. The Contractors shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Additional Actions to Implement Agreement

The parties acknowledge that it is impractical in a transaction of the nature set forth in this Agreement to provide for, or anticipate, every action by County, City or District that may be required to fully implement the Agreement. County, City and District agree to cooperate in good faith, and to take any such additional actions that may be necessary to fully implement this Agreement.

13. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

14. Retention of Records.

Contractors shall maintain all required records for three (3) years after Project completion and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

15. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not

expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

16. Controlling Law.

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

17. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County:

COUNTY REPRESENTATIVE

Steve Cervantes

Director Office of Housing

262 Harbor Blvd., Bldg A

Belmont, CA 94002

(650) 802-5050 Fax: (650) 802-5049

In the case of Contractor:

CONTRACTOR REPRESENTATIVE

City of Redwood City

Richard Claire

Mayor

1400 Roosevelt Ave

Redwood City, CA 94063

(650) 780-7000 Fax: (650) 780-7225

CONTRACTOR REPRESENTATIVE

Redwood City School District

Ronald F. Crates

School Superintendent

750 Bradford St

Redwood City, CA 94063

(650) 423-2200

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs-Gibson, President, Board of
Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

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

City of Redwood City

Contractor's Signature

Date:_____

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

Redwood City School District

Contractor's Signature

Date: _____

Exhibit A
Roles and Responsibilities of the Parties

1. Project Renovation – Scope of Work

- a. The Project scope consists of design, repair and renovation of the existing Playfield at the Fair Oaks Elementary School, 2950 Fair Oaks Avenue, Unincorporated Redwood City ("Property"). The work will primarily involve activities associated with improving the field drainage system and installing synthetic turf. The Project is estimated to cost a total cost \$1.214 million, including architectural services and an allowance for project contingencies. Funds provided under this Agreement are from the City, District and County as shown below:

City of Redwood City	Redwood City School District	County of San Mateo	TOTAL
General Funds	School Bond Proceeds	Community Development Block Grant (CDBG)	
\$625,000	\$289,000	\$300,000	\$1,214,000

- b. The City shall act as construction manager for the Project, and as such shall take lead responsibilities for securing Project consultants, including the architect and engineers, administering the bidding process, negotiating with the successful construction contractor, monitoring the construction process on behalf of the parties to this Agreement, and undertake any other activities as may be necessary to complete the Project.
- c. Should the bids come in higher than the estimates totaling \$1.214 million for overall Project costs, the City shall be responsible for securing any additional funding. Conversely, should the bids come in lower than the estimate set forth above, the City will then reduce its dollar commitment to reflect the decreased costs.
- d. It is acknowledged that on or about August 11, 2003, the City Council shall review and approve a contract with a landscape architect to establish a construction bid package and to assist the City in implementing the bidding process.
- e. The City will bear 100% of the costs associated with architectural and engineering fees, estimated at \$128,900. These costs shall be part of the Project costs, and the City shall be reimbursed for costs incurred and/or to be incurred in connection therewith.
- f. The construction plans, as appropriate, shall be prepared at the City's direction and provided to the District and County for their approval, which approval shall not be unreasonably withheld and or delayed.
- g. The Playfield shall meet all regulatory requirements applicable to such a facility.
- h. The City shall be responsible for the costs, if any, incurred or to be incurred in connection with the preparation of any environmental study or report under the California Environmental Quality Act CEQA).

- i. The parties acknowledge that the County has taken responsibility for costs incurred with the preparation of the environmental study required National Environmental Protection Act (NEPA); these costs are outside the Project estimate set forth above.
- j. The Project construction work is anticipated to commence in the Fall of 2003.
- k. The parties acknowledge that federal funds provided by the County through the Community Development Block Grant Program are involved in the funding of the Project. Therefore, the Project construction activities must comply with federal Davis-Bacon Wage Standards. The County shall take the lead in monitoring the construction process for federal wage compliance. As necessary, the City shall cooperate with County to facilitate this monitoring. Exhibit E, Section 6 E summarizes the Davis-Bacon requirements.

2. Project Subject to License

This Agreement constitutes a license for a period of at least ten (10) years granted by District to City to enter upon and use those portions of the District property that are necessary for the purpose, and subject to the restrictions, as specified in this Agreement. This license is granted in consideration for the time expended and expenses incurred and to be incurred by the City, including, but not limited to the expenses incurred and to be incurred in connection with the Project and maintenance of the Playfield, as set forth below. Such license shall become effective upon execution of this Agreement, and shall thereafter have a term coincident with the term of this Agreement. City shall not be required to pay additional compensation for such license. District will cooperate with respect to the design, repair, renovation, maintenance and scheduling of the facilities. The license granted hereby does not constitute a deed, grant of easement, lease or conveyance, or transfer of any property interest.

3. Use of Playfield

- a. The Property may only be used for a Playfield by the District and City, and such ancillary activities as are customarily carried out in association with such use. The District shall have exclusive use during school hours and the City shall have use during off-school hours (e.g. after 3:00 p.m. on school days and on Saturdays & Sundays) for organized sports.
- b. The City and/or District shall provide quarterly and annual performance reports to the County as described in Exhibit D herein.

4. Maintenance of Playfield

- a. The City shall be responsible for the cost of maintenance of the Playfield after completion of the Project. Maintenance shall include everyday upkeep and the preservation of the field and shall not include the costs of repair or replacement of the field.
- b. The costs for water and any other utilities shall be borne by the District, subject to any subsequent use agreements between District and City.

5. Fire and Extended Coverage

District at its costs shall maintain on the improvements that are the subject of this Agreement a policy of standard fire and extended coverage during the term of this Agreement, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the premises.

Exhibit B
Method and Rate of Payment to Contractor

Overview

The parties acknowledge that by separate agreement, the City is acting as fiscal agent for the District regarding the Project. In this capacity, the City shall be responsible for approving all payments in connection with authorized work related to the Project. To the extent possible, funds provided under this Agreement shall be placed into a Project escrow established and controlled by the City. City shall provide monthly draw statements detailing the status and use of these funds to the other two Parties.

Should the funds under this Agreement not be placed into the escrow, the City shall make initial payments to third parties and then request reimbursement as needed from the District and/or County, either as the Project proceeds or upon Project completion. The City shall provide the other two Parties with a cumulative accounting of the sources and uses of funds with each invoice.

County funds may not be used for salary, fringe benefits or other compensation of employees of City or District or their affiliates.

County Payment Process

Payment by County shall be made on a reimbursement basis upon claims for reimbursement being submitted by City to County Office of Housing. Requests for reimbursement shall include copies of invoices paid together with copies of canceled checks, or other proof that the invoices have been paid. The request must include a brief narrative description of the progress of the project and the items being reimbursed. As noted above, the City shall provide an accounting of Project funds under this Agreement and their uses/expenditures to date.

The City 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. The County reserves the right to verify such completion prior to payment to City.

Requests for payment for construction activities shall have a portion of the payment withheld as retention. The percentage of retention shall be mutually approved by the parties to this Agreement, but shall be not be less than **Ten Percent (10%)** of each payment request. Said retention shall be held for at least 35 days after completion of the Project and shall be released after receipt from the construction contractor of all necessary executed lien releases in a form acceptable to the County.

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Three Hundred Thousand (\$300,000)**.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of Redwood City
Contact Person: Richard Claire
Address: 1017 Middlefield Road
Redwood City, CA 94063
Phone Number: (650)780-7000
Fax Number:

II Employees

Does the Contractor have any employees? ☐ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

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.

Signature

Name (Please Print)

Title

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Redwood City School District
Contact Person: Ronald F. Crates
Address: 750 Bradford St.
Redwood City, CA 94063
Phone Number: (650)423-2200
Fax Number:

II Employees

Does the Contractor have any employees? ☐ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

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.

Signature

Name (Please Print)

Title

Date

Exhibit D - Monitoring

During the term of construction, Contractors shall submit to the County (Office of Housing) a **Quarterly Performance Report** within 30 days of the end of each quarter. The report should be in the form of a narrative description of all activities performed in relation to the project including all pre-development activities. The report should include a project time-line and indicate the status of the project in relationship to this time-line. This report requirement is in addition to any information submitted with requests for reimbursement.

After project completion, Contractors shall submit an annual report to the County (Office of Housing) documenting use of the Property within 30 days after the end of each fiscal year ending June 30.

Exhibit E
Additional Program Requirements

1. BREACH OF AGREEMENT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by either 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 Contractors notice of any breach or default and 90 days to cure said breach or default as described in Section 4 of the Agreement.

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 Contractors 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 Contractors are unable to fulfill their responsibilities under this Agreement for any reason whatsoever, including circumstances beyond their 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 Contractors, no member of the governing body of a 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.

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

4. LOBBYING PROHIBITED

Federal funds shall not be used by Contractors 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 Contractors 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.

5. INFLUENCING PROHIBITED

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractors 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, Contractors 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

Contractors, 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.)

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.

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.

K. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Contractors, 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. Contractors, 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).

C. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218

Exhibit F

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") 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 (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), 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(s).

The Contractor(s): (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 (s) to coordinate its efforts to comply with the DHHS regulations.

Gary Hover

Name of 504 Person - Type or Print

City of Redwood City

1400 Roosevelt Ave.

Redwood City, CA 94061

Name of Contractor(s) – type or Print

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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 F

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") 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 (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), 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(s).

The Contractor(s): (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 (s) to coordinate its efforts to comply with the DHHS regulations.

Beth Ross

Name of 504 Person - Type or Print

Redwood City School District
750 Bradford St.
Redwood City, CA 94063
Name of Contractor(s) – type or Print

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

Date

Signature and Title of
Authorized Official


*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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."

SAN MATEO COUNTY
MEMORANDUM

DATE: 9/24/2003

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM:  Lucho Bravo (650) 802-5100
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: City of Redwood City & RWC School District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: We are providing funds for the renovation & maintenance of the Fair Oaks School Playfield (Redwood City will act as the overall Construction Manager).

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:
Risk Management Signature9-24-03
Date