

AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

HIP Housing Development Corporation

To Assist in the Rehabilitation of 11 South Delaware Ave.

For the period of

Upon execution to 30 years after

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

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HIP Housing Development Corporation

THIS AGREEMENT, entered into this _____ day of _____,

20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"

and HIP Housing Development Corporation, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to the National Affordable Housing Act of 1990, federal funds through the HOME Investment Partnerships Program ("HOME") may be used to assist eligible housing development activities; and

WHEREAS, Contractor is a certified Community Housing Development Organization (CHDO) under HOME Program rules, and as such, is qualified to receive CHDO set-aside funds under the HOME Program; and

WHEREAS, Contractor has applied for County HOME funds to assist in the acquisition-rehabilitation ("Project") of 11 South Delaware Street, San Mateo ("Property"), an eleven-unit apartment building near downtown San Mateo; and

WHEREAS, due to the timing needs of the Seller, Contractor has since purchased the Property with other than County funds, including \$660,000 City of San Mateo HOME dollars; and

WHEREAS, other funding for the Project includes proceeds through the California Housing Finance Agency ("CalHFA") and low income housing tax credits; and

WHEREAS, total Project costs, including \$1.6 million acquisition costs, are estimated at almost \$2.4 million; and

WHEREAS, On May 6, 2003, the Board of Supervisors approved the FY 2003-2004 CDBG, ESG, and HOME Action Plan, which included HOME CHDO set-aside funds of \$300,000 toward the rehabilitation portion of the Project.

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

CONTRACT AMOUNT \$300,000.00	CONTRACT TERM Start Date : Upon execution End Date : 30 years after execution				
COUNTY REPRESENTATIVE	CONTRACTOR REPRESENTATIVE				
Steve Cervantes	Bruce Hamilton				
Director Office of Housing	Executive Director				
262 Harbor Blvd., Bldg A	364 South Railroad Avenue				
Belmont, CA 94002	San Mateo, CA. 94401				
(650) 802-5050 Fax: (650) 802-5049	(650) 348-6660 Fax: (650) 348-0284				

1. Exhibits

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

Exhibit A: Program/Project Description

Exhibit B: Method and Rate of Payment to Contractor

Exhibit C: Equal Benefits Compliance Declaration Form

Exhibit D: Monitoring

Exhibit E: Additional Program Requirements

Exhibit F: Assurance of Compliance with Section §504

Exhibit G: Property Description

2. <u>Services to be performed by Contractor</u>

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 dollars), \$300,000.00.

4. <u>Term and Termination</u>

Unless earlier terminated pursuant to the terms and conditions herein contained, this Agreement shall have a term of 30 years.

This Agreement may be terminated by Contractor, the Human Services Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. In the event of termination, the County may accelerate payment on the Promissory Note referenced in Exhibit A and exercise its remedies at law or in equity.

5. <u>+_______</u>____

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The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. <u>Relationship of Parties</u>

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting 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, or (D) any other loss or cost, including but not limited to that caused by 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 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 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.

8.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement

extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's . Insurance

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor 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 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 contractors 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.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

All services to be performed by Contractor 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 "I," 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.

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

11. Non-Discrimination

A. Section 504. As provided in Exhibit E, section 6. D., Contractor 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.

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. Contractor 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. Contractor's 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 Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

F. The Contractor 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. <u>Retention of Records</u>

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. 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.

14. - . ..

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.

15. 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, to: County of San Mateo Steve Cervantes, Director, Office of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002 In the case of Contractor, to: HIP Housing Development Corporation Bruce Hamilton 364 South Railroad Avenue San Mateo, CA. 94401 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

Date:____

ATTEST:

By:__

Clerk of Said Board

HIP Housing Development Corporation

Bruce Hamilton ontractor's Signature Vrie President HHDC

Contractor's Signature

Title

Date: 11 - 13 - 03

Exhibit A Program/Project Description

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following:

A. Activities

- <u>Rehabilitation</u>. Funds of \$300,000 provided under this Agreement are provided through the HOME Investment Partnerships (HOME) Program. These funds shall be applied toward the rehabilitation portion of the acquisition-rehabilitation project ("Project") of 11 South Delaware Street, San Mateo ("Property"), an eleven-unit apartment building, as Contractor has already consummated the purchase of the Property as of the date of this Agreement. All construction work shall be done in compliance with all applicable local, State and federal laws and requirements.
- 2. <u>HOME Match</u>. The County HOME Program requires that HOME dollars invested in the Project generate a 25% match. However, the percentage match and actual dollar value are negotiable with the County. The match documentation may be provided at the time of commitment of the HOME match, but no later than Project completion. HOME match may be in the form of the following: direct cash subsidy not considered equity; the grant equivalent of a below-market rate loan; the present value of waived property taxes or fees; the value of donated land or other real property; the cost of infrastructure investment by the local jurisdiction directly required by the Project development; and donated materials and donated labor that is not "sweat equity."
- Quarterly and Other Reports. On a quarterly basis until Project completion, Contractor shall provide the County with a quarterly performance report as described in Exhibit C herein. Thereafter, Contractor shall provide annual reports as described also in Exhibit C, which provides a fuller description of Contractor reporting and monitoring requirements in compliance with the terms and conditions of this Agreement.
- 4. <u>Cost Certification</u>. Upon Project completion, the Contractor shall provide the County with an audited cost certification of the total development costs of the Project. In the event the funding sources available, including the County and other financing, exceed the actual development costs, the excess amounts shall be applied toward principal reduction of the County Note, taking into account any senior lenders' requirements. Contractor agrees to provide County with such audited cost certification within the later of twelve (12) months after Project completion or permanent loan closing associated with the Project.
- 5. <u>Project Completion Timeframe</u>. Contractor shall complete the Project activities for which funding is provided under this Agreement, within four years of execution of this Agreement. Should Contractor be out of compliance with this provision, Contractor shall be in default of this Agreement as described in Exhibit E herein.

Exhibit B Method and Rate of Payment to Contractor

Payment by County shall be made on a reimbursement basis for activities described in Exhibit A upon claims for reimbursement being submitted by Contractor to County. 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.

Upon written request to the Director of Housing, payments may be made directly to authorized third parties; Contractor must submit original invoices with the request. No such request will be approved for payments less than \$10,000. County cannot guarantee the timeliness of such third party vendors and will not be responsible for any chargers levied by such third party due to failure to meet timeliness requirements of their agreement with Contractor.

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

To the extent that the funds provided under this Agreement are used toward eligible construction costs, Contractor shall withhold a portion of construction payments to the construction contractor as retention. The retention amount shall not be less than (10) percent of each payment to the construction contractor. None of the funds under this Agreement shall be used for salary, fringe benefits or other compensation of employees of Contractor or its affiliates.

No requests for reimbursement or third party payment will be processed until all reports required under Exhibit D have been received in the Office of Housing.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:	HIP Housing Development Corporation
Contact Person:	Bruce Hamilton
Address:	364 South Railroad Avenue
	San Mateo, CA. 94401
Phone Number:	(650) 348-6660
Fax Number:	

II Employees

Does the Contractor have any e	employees? 🗌 Yes [🗵 No
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Does the Contractor provide benefits to spouses of employees?

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

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.

Bruce Hamilton Signature Vie Precident HHDC

Bruce Hamilton

Name (Please Print)

11-13-03 Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:	HIP Housing Development Corporation
Contact Person:	Bruce Hamilton
Address:	364 South Railroad Avenue
	San Mateo. CA. 94401
Phone Number:	(650) 348-6660
Fax Number:	· <u> </u>

II Employees

Does the Contractor provide benefits to spouses of employees?

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

Ill 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

Contractor shall submit a <u>Quarterly Performance Report</u> within 30 days of the end of each quarter, which shall detail the status of the Project. 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. Contractor must document any changes from the time-line submitted with the original application.

Upon Project completion, Contractor shall provide the County with required HOME Project Completion data to enable the County to report to HUD on HOME Project completions. Such data shall minimally include tenant rent, tenant demographics, including racial/ethnic information, and household income category.

On an annual basis no later than 120 days from the end of Project's fiscal year, Contractor shall provide the County with an <u>annual audited financial statement</u> of the Project. Contractor shall continue to provide County with data on tenant rent, tenant demographics, including racial/ethnic and household income data, and another other data as may be required for effective County HOME compliance monitoring of the Project on a yearly basis.

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.

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.)

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. 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).

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

- 1) Community Development Block Grant (CDBG): 14.218
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

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)

X

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.

Name of 504 Person - Type or Print

HIP Housing Development Corp. 364 South Railroad Avenue San Mateo, CA. 94401 Name of Contractor(s) – type or Print

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

1	1	~	13	-0	3

Date

Bruce Haulton, Vice-Presideil 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."

Real property in the City of San Mateo, County of San Mateo, State of California, described as follows:

PARCEL I:

Commencing at a point on the easterly line of Delaware Street, (formerly D Street), a distance thereon 650 feet Southerly from the Southerly line of Tilton Avenue; running thence Southerly and along said Easterly line of Delaware Street 49 feet 6 inches, more or less to the Northerly line of land owned by George Beals; thence at right angles Easterly 120 feet 6 inches; thence at right angles Northerly 49 feet 6 inches, more or less to the Southerly line of lands owned by William Rapp; thence at right angles Westerly 120 feet, 6 inches to the Easterly line of Delaware Street and point of commencement.

Being a portion of Block 31, as designated on the may entitled, "MAP OF THE SUBDIVISIONS OF BLOCKS IN THE WESTERN ADDITION TO THE TOWN OF SAN MATEO, SAN MATEO CO., CALA.",

which map was filed in the office of the Recorder of the County of San Mateo, State of California on April 12, 1889 in Book "D" of Maps at page 48, and a copy entered in Book 1 of Maps at Page 52.

PARCEL II:

Parcel B as shown on that certain Parcel Map, "PARCEL MAP NO.16 BEING A RESUBDIVISION OF LOT 2, BLOCK 31, WESTERN ADDITION TO SAN MATEO, BOOK D OF MAPS, Page 45, CITY OF SAN MATEO, SAN MATEO COUNTY, CALIFORNIA", which said Parcel Map was filed in the office of the Recorder of the County of San Mateo, State of California on March 26, 1968 in Book 5 of Parcel Maps at Page 4.

APN: 032-335-120 JPN: 032 033 335 08A & 032 033 335 09A RISK HEPH.

SAN MATEO COUNTY MEMORANDUM

DATE: 11/12/2003

TO:

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

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: HIP Housing Development Corporation

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: This is for an Agreement to provide CDBG to the Contractor to assist in the rehab of the apt. complex at 11 South Delaware.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	s/m/4m	\mathbf{k}		
Motor Vehicle Liability	slm	X		
Professional Liability	\$			
Workers' Compensation REMARKS/COMMENTS: Dishonesty Bond	# 100K	D-		
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From: Karen Bergenholtz	At: Argo insurance Brokers, Inc.	FaxID: Areo Insurance Broke	To: Ms. Norma Quiroz
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