

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
HUMAN INVESTMENT PROJECT (HIP HOUSING)
FOR
OPERATION OF THE SELF-SUFFICIENCY AND
HOMESHARING PROGRAMS

For the period of

7/1/2004 to 6/30/2005

Contact Person: Stevens, Anika
Telephone number: (650) 802-5040

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HUMAN INVESTMENT PROJECT (HIP HOUSING) FOR OPERATION OF THE
SELF-SUFFICIENCY AND HOMESHARING PROGRAMS**

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Human
Investment Project (HIP Housing), hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract
with independent contractors for the furnishing of such services to or for County or any
Department thereof; and

WHEREAS, the Human Investment Project (HIP Housing) applied for funding
through the Notice of Funding Availability (NOFA) for the Self Sufficiency and
Homesharing Programs and was recommended for funding by the Housing and Community
Development Committee (HCDC) for inclusion in the FY 2004-05 CDBG Action Plan; and

WHEREAS, on May 4, 2004, the Board of Supervisors approved the Human
Investment Project (HIP Housing) for inclusion in the Community Development Block Grant
(CDBG) Action Plan for Fiscal Year 2004-05 to receive CDBG Funds in the amount of
\$220,000 for the Self Sufficiency Program and \$93,000 for the Homesharing Program; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of Self-Sufficiency and Homesharing Programs; and

WHEREAS, both parties now wish to enter into an Agreement, to provide \$220,000
from CalWORKS for the Self-Sufficiency Program, and \$93,000 from CDBG for the
Homesharing Program, for the period of 7/1/2004 to 6/30/2005, for a total obligation of
\$313,000.00; and

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

<u>CONTRACT AMOUNT</u>	\$313,000.00	<u>CONTRACT TERM</u>			
		Start Date :	7/1/2004		
		End Date :	6/30/2005		
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>			
Steve Cervantes, Director Office of Housing		Bruce Hamilton, 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 and Attachments 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 G: Fingerprinting Certification Form
- Attachment I—§504 Compliance

2. Services to be performed by Contractor.

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 and Thirteen Thousand Dollars, [\$313,000.00].

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 7/1/2004, through 6/30/2005.

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, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

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. Relationship of Parties.

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. Assignability and Subcontracting.

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

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000

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.

10. Compliance with laws; payment of Permits/Licenses.

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 applies only to Contractors who are providing services to members of the public.* 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 (cancer), 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. Retention of Records, Right to Monitor and Audit.

(a) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

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

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. 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.

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:

<p>In the case of County, to: County of San Mateo Steve Cervantes, Director, Office of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002</p>	<p>In the case of Contractor, to: Human Investment Project (HIP Housing) Bruce Hamilton, Executive Director 364 South Railroad Avenue San Mateo, CA. 94401</p>
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement regarding Self-Sufficiency Program and Homesharing Program.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

**HUMAN INVESTMENT PROJECT
(HIP HOUSING)**

By: Bruce Hamilton, Executive Director
Print Name & Title

Bruce Hamilton
Signature

Date: 6-30-04.

Exhibit A
Program/Project Description

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

HOMESHARING PROGRAM

Overview

The Homesharing program provides assistance to finding permanent affordable housing to clients in San Mateo County. Once clients contact Human Investment Project (HIP Housing) for assistance with permanent affordable housing, they are scheduled for an interview to complete the appropriate paperwork and receive referrals and a meeting is coordinated to draft the Living Together Agreement. Once this Agreement is completed, the client can move in. Follow-up contact with placed clients is made twice a year and/or quarterly if the home provider is a senior (this service is called match follow-up). Mediation services are also made available if there is a dispute between client and landlord.

Contractor's Goals and Responsibilities

Under this Agreement Contractor will:

- a. Provide approximately 278 placements in affordable housing units for very-low to moderate income adults and children who live or wish to live in San Mateo County, with a focus on seniors, single parents and their children, the homeless and near homeless, and others with special needs.
- b. Prevent homelessness by focusing on the needs of persons who are "at risk" of becoming homeless, including those exiting a homeless shelter, homeless youth, persons with AIDS, the disabled and others with special needs.
- c. In collaboration with other agencies, coordinate permanent housing for people making the transition from shelters through group share arrangements.
- d. Conduct community outreach activities including: presentations to service providers; organizations; shelters and senior centers, public service announcements; newspaper ads; placing counter boxes containing HIP Housing brochures in libraries; agencies; churches; city halls; doctor's offices and coordinate a volunteer component.
- e. Make home visits to the disabled and to frail senior citizens to complete the intake process for placement.
- f. Provide all housing and counseling services in Chinese/English/Spanish/Tagalog.
- g. Coordinate the services of volunteers who assist staff with telephone inquiries, reference checks, community outreach, and client home visits.
- h. Provide follow-up to matched home sharers, including mediation services.

Exhibit A
Program/Project Description

SELF-SUFFICIENCY PROGRAM

Overview

The Self- Sufficiency Program (SSP) provides housing resources and supportive services to extremely low income families, as defined by regulations promulgated by the United States Department of Housing and Urban Development (HUD), many of whom are living at welfare-level. The mission of SSP is to create stability for clients in order to promote job achievement, retention and advancement through the provision of housing resources and supportive services, thereby enabling participants to reach and maintain self-sufficiency. Clients accepted into SSP may either enter HIP Housing-owned or managed shared housing, which provides Section 8 rental vouchers to these participants, or receive housing scholarships for independent living.

Funds provided for the Self-Sufficiency Program under this Agreement are to be used as follows:

- (a) program delivery services, including case management, to all SSP clients; and
- (b) housing scholarships to clients currently receiving housing assistance under the Housing Opportunities Program (HOP).

HOP is structured as a time-limited shallow rental subsidy. HOP scholarships are limited to 12 months.

Clients entering SSP after this Agreement comes into effect shall not receive housing scholarships under HOP without County approval.

SSP clients receiving HOP scholarships may continue to receive scholarships under the terms and conditions of SSP until the clients can be transitioned to receiving Section 8 vouchers under the Moving to Work Program. It is acknowledged that the timing to achieve effective transitioning from HOP to Section 8 Moving to Work is largely dependent on the landlords of current clients acceptance of Section 8 program vouchers and their completion of necessary contracting and other activities required for landlord participation in the program. Contactor shall work with all due diligence to transition SSP clients currently receiving HOP scholarships to Section 8 voucher assistance under the Moving to Work Program.

New clients entering SSP shall participate in either the shared housing program, be referred to the Moving to Work Program for Section 8 housing vouchers, or utilize scholarships. Case management and other supportive services shall be provided to all SSP clients, as necessary.

During the term of this Agreement, Contractor and County Office of Housing shall continue to work in good faith to effectively blend mutual goals of SSP and the Moving to Work Program in the best interests of the clients.

Contractor Goals and Responsibilities

Under this Agreement Contractor will:

- a. Conduct the marketing, evaluation and selection of SSP program participants, provide case management, and perform life-skills training;
- b. Develop and maintain a mentoring program, and other necessary functions to effectively carry out the SSP program.
- c. Provide services to 40-50 clients selected to participate in SSP, which may include having clients live in HIP Housing-owned or managed shared housing or making successful referrals to the Moving to Work Program for Section 8 vouchers.
- d. Prepare quarterly performance reports as described below.
- e. Perform follow-up of clients for at least 12 months after graduation from SSP.
- f. Review rental leases, negotiate with landlords and inspect units for habitability, as necessary.

Demographic Information of Housing Scholarship Recipients

On a quarterly basis, Contractor shall provide County with certain demographic information regarding SSP participants, both those residing in HIP Housing-owned/managed shared housing and those receiving housing scholarships or Moving to Work Section 8 vouchers.

The quarterly report shall include the following information: Number of applicants; number of clients currently participating in shared housing, HOP and Moving to Work; race/ethnicity of household head; percent of median income of client upon entering program; size of household; number of graduates of SSP; number of withdrawals and terminations; number of clients that have achieved "self-sufficiency" after graduation, based on an operational definition to be agreed upon between County and Contractor.

For those in independent living, information shall also include: number of bedrooms, tenant contribution toward rent, subsidy amount, total rent, tenant's monthly gross income, and location of housing; number of clients receiving second-year scholarships.

Contractor shall also provide other information County may reasonably request during the course of this Agreement. Demographic information of new clients shall be provided to County when Contractor makes first request for payment of housing scholarships for these clients.

Exhibit B
Method and Rate of Payment to Contractor

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. HIP HOUSING HOMESHARING PROGRAM

Payment to Contractor shall be made at the following unit rate:

A. \$335 per individual placement to include: client interview, information and referral, mediation, life skills workshops, bilingual services, home visits, match follow-up and Section 8 certificates.

All program income received by the Contractor shall be disbursed for activities described in Exhibit A, prior to application for payment from Community Development Block Grant funds.

The maximum amount payable of the HIP Housing Homesharing program under this Agreement shall not exceed \$93,000. Contractor shall submit requests for payment on a monthly basis. Payment by County to Contractor shall be made based upon claims of payment being submitted by Contractor to County. Contractor shall certify in writing that the specific services for which payment is being requested has been satisfactorily completed. County reserves the right to verify such completion prior to payment to Contractor.

B. Monthly Reports

No request for reimbursement will be honored until the Quarterly Performance and Quarterly Narrative Reports, as described in Exhibit D, have been received and accepted as satisfactory by the Office of Housing.

II. HIP HOUSING SELF-SUFFICIENCY PROGRAM

Payment by County to Contractor shall be made monthly upon receipt of monthly requests for payments, unless agreed otherwise by Contractor and the Director of the County Office of Housing. All requests for payment shall be submitted to County Office of Housing.

Contractor shall submit payment requests to the County no later than the 15th of each month. Requests for rental assistance payment shall be made as advances, that is, for the month following month in which payment request is submitted. No payment shall be made unless Contractor certifies in writing that the payments are proper and that all funds to be expended are on behalf of and exclusively for rental assistance. Total payments by County for rental assistance during the term of this Agreement shall not exceed \$79,530.00.

Payment for program service delivery costs, as outlined in Exhibit A, shall be made for the current month in which payment request is submitted. Program service delivery costs payment shall be made in twelve (12) equal monthly installments for the period July 1, 2004 through June 2005, not to exceed \$140,470, or \$11,705.83 per month. Contractor shall further certify in writing what specific activities have been performed. Final authority for deciding the validity of requests for reimbursement shall rest with the County. The County will not be obligated to make

a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party.

Exhibit C
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor Human Investment Project (HIP Housing)
Contact Person Bruce Hamilton, Executive Director
Address: 364 South Railroad Avenue
San Mateo, CA. 94401
Phone Number (650)348-6660
Fax Number (650)348-0284

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.

Bruce Hamilton

Signature

Executive Director

Title

Bruce Hamilton

Name (Please Print)

6-30-04.

Date

**Exhibit D
Monitoring**

Contractor shall submit to the County (Office of Housing) a **Monthly Performance Report** within 30 days of the end of each month. This monthly report shall consist of three parts:

1. Performance Log to be submitted on a form provided by the County Office of Housing, which shall provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter. The Log shall further contain information on referral source of the beneficiaries.
2. Performance Summary to be submitted on a form provided by the County Office of Housing, which shall summarize the number of clients served by their ethnicity and income.
3. Narrative Report which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization.

Sample forms are attached at the end of this Exhibit D and can be e-mailed to Contractor upon request.

Contractor shall maintain files in its offices all of the information required in the Performance Reports. Each household or individual served shall be assigned an individual file identifier which shall be provided to the Office of Housing as a part of the Performance Log. The file identifier can be the name of the client or a numerical identifier may be used. Household income shall be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by the Department of Housing & Urban Development. The limits in effect for the current contract period are as follows:



**San Mateo County
Human Services Agency
Office of Housing**

2004 SAN MATEO COUNTY INCOME LIMITS

as defined by HUD and the State of California

(prepared 2/27/04)

-----INCOME LIMITS BY FAMILY SIZE-----								
Income Category	1	2	3	4	5	6	7	8
Extremely Low*	\$23,750	\$27,150	\$30,550	\$33,950	\$36,650	\$39,350	\$42,050	\$44,800
Very Low*	\$39,600	\$45,250	\$50,900	\$56,550	\$61,050	\$65,600	\$70,100	\$74,650
Low *	\$63,350	\$72,400	\$81,450	\$90,500	\$97,700	\$104,950	\$112,200	\$119,450

Exhibit D
Public Facility Beneficiaries Summary (form rev. 5/04)

Sponsor Name, Address and Telephone		Reporting Period			
		Beginning :			
		Ending :			
		Current Period		Year to Date	
Total Number Served (Check One) <input type="checkbox"/> Persons <input type="checkbox"/> Households					
Income Data		Current Period		Year to Date	
	Number of Low Income				
	Number of Very Low Income				
	Number of Extremely Low Income				
Racial/Ethnicity Data (Head of Household Only)		Current Period		Year to Date	
			Hispanic Ethnicity		Hispanic Ethnicity
11	White				
12	Black/African American				
13	Asian				
14	American Indian*/Alaskan Native				
15	Native Hawaiian/Pacific Islander				
16	American Indian*/Alaskan Native <u>and</u> White				
17	Asian <u>and</u> White				
18	Black/African American <u>and</u> White				
19	Amer. Ind.*/Alaskan. Native <u>and</u> Black/African Amer.				
20	Other Multi-Racial				
Other Demographics (Head of Household Only)		Current Period		Year to Date	
	Female				
	Elderly				
	Handicapped				

* includes indigenous peoples from both North and South American continents

**EXHIBIT D
QUARTERLY NARRATIVE REPORT**

Organization:

Project:

Period Covered: 7/1/04 - 9/30/04 10/1/04 - 12/31/04 1/1/05 - 3/31/05 4/1/05 - 6/30/05

Summary/Highlights This Quarter of your Funded Project

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Organization Highlights This Quarter

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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 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.

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 sub recipient 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): 14.2182
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

EXHIBIT G
FINGERPRINTING CERTIFICATION FORM

Agreement with

Human Investment Project (HIP Housing)

Bruce Hamilton, Executive Director
Name of Contractor and Representative

For

Self-Sufficiency Program and Homesharing Program

Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children 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, assignees and subcontractors or volunteers have contact.

Bruce Hamilton

Name (Signature)

Executive Director

Title

6-30-04.

Date

ATTACHMENT I
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.

Bruce Hamilton

Name of 504 Person - Type or Print

Human Investment Project (HIP Housing)
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.

6-30-04

Date

Bruce Hamilton, Exec. Dir.

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."

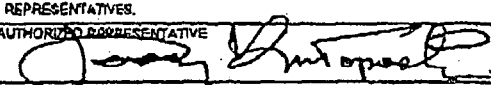
ACORD CERTIFICATE OF LIABILITY INSURANCE	OP ID # HUMAN-2	DATE (MM/DD/YYYY) 04/13/04
AGENT Argo Insurance Group CA License #0660864 P.O. Box 232017 Pleasant Hill CA 94523-6107 Phone: 925-682-7001 Fax: 925-682-7024	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Human Investment Project, Inc. Housing Assn for the Needy and Dispossessed, Inc. HIF-Edgewater Isle, Inc. 364 So. Railroad Avenue San Mateo CA 94401	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: State Compensation Ins. Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> SUCT.				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP Auto \$
		AUTOMOBILE LIABILITY <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				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1775650-04	04/01/04	04/01/05	<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-payment of Premium

CERTIFICATE HOLDER County of San Mateo Human Svc Agency Housing Dev SCOTT COE, MCD Specialist 262 Harbor Blvd. Belmont CA 94002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30th</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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