



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
AND  
THE LESLEY FOUNDATION**

**for a**

**FACILITY IMPROVEMENT LOAN (SPRINKLER SYSTEM  
INSTALLATION AND RELATED SERVICES), AT BONNIE  
BRAE TERRACE, 2400 CARLMONT DRIVE, BELMONT, CA**

**For the period of**

**7/1/2005 to 6/30/2006**

Contact Person: Pascoe, Norman  
Telephone number: (650) 802-5008

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE LESLEY FOUNDATION FOR A FACILITY IMPROVEMENT LOAN  
(SPRINKLER SYSTEM INSTALLATION AND RELATED SERVICES), AT BONNIE  
BRAE TERRACE, 2400 CARLMONT DRIVE, BELMONT, CA**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and The Lesley Foundation, hereinafter called "Contractor";

W I T N E S S E T H:

**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**, Contractor applied for funding through the Notice of Funding Availability (NOFA) and was recommended for funding by the Housing and Community Development Committee (HCDC) for inclusion in the FY 2005-06 CDBG Action Plan; and

**WHEREAS**, on May 3, 2005, the Board of Supervisors approved Contractor for inclusion in the Community Development Block Grant (CDBG) Action Plan for Fiscal Year 2005-06; and

**WHEREAS**, both parties now wish to enter into an Agreement, to provide the Facility Improvement Loan (sprinkler system installation and related services), at Bonnie Brae Terrace, 2400 Carlmont Drive, Belmont, CA, for the period of 7/1/2004 to 6/30/2006, for a total obligation of \$151,000.

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

<u><b>CONTRACT AMOUNT</b></u>	<b>\$151,000</b>	<u><b>CONTRACT TERM</b></u>	
		<b>Start Date :</b>	7/1/2005
		<b>End Date :</b>	6/30/2006
<u><b>COUNTY REPRESENTATIVE</b></u>		<u><b>CONTRACTOR REPRESENTATIVE</b></u>	
Director, Office of Housing		Sarah Lambert, Executive Director	
262 Harbor Blvd., Bldg A		701 Arnold Way	
Belmont, CA 94002		Half Moon Bay, CA 94019	
(650)802-5050	Fax: (650)802-5049	(650)726-4888	Fax: (650)726-5888

**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  
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 one hundred and fifty one thousand dollars, [\$151,000].

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 7/1/2005, through 6/30/2006.

This Agreement may be terminated by Contractor, the Director of the Department of Housing, 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 Contractor 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 with regard to the \$151,000 funded hereunder and correctly states the rights, duties, and obligations of each party as of this document's date with regard thereto. Any prior agreement, promises, negotiations, or representations between the parties with regard to said \$151,000 not expressly stated in this document are not binding. All subsequent modifications to this Agreement must be in writing and signed by the parties in order to be enforceable.

**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:

<b>In the case of County, to:</b> County of San Mateo Director, Department of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002	<b>In the case of Contractor, to:</b> The Lesley Foundation Sarah Lambert, Executive Director 701 Arnold Way Half Moon Bay, CA 94019
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement regarding Facility Improvement Loan at Bonnie Brae Terrace, 2400 Carlmont Drive, Belmont, CA.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**THE LESLEY FOUNDATION**

By: Sarah Lambert, Executive Director  
Print Name & Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



## **Exhibit A Program/Project Description**

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

### **ACTIVITIES**

Funds provided under this Agreement will be in the form of a 20 year deferred 0% interest loan and shall be used to pay for eligible costs associated with the rehabilitation of the Bonnie Brae Terrace, hereinafter referred to as "Project", 164 units of senior housing, which is located at 2400 Carlmont Drive, Belmont, CA. The County's obligation shall not exceed \$151,000. Any balance of funds necessary for completing the required work shall be the responsibility of the Contractor.

Rehabilitation shall include, but not be limited to, the upgrade of standpipes as per code for the fire sprinkler system and other related repairs. Contractor covenants that the rehabilitation shall be done in accordance with all federal and local laws and regulations.

### **SECURITY**

Unless agreed upon in writing by the Contractor and the Director of the Office of Housing, Contractor shall execute and deliver a Deed of Trust and a Note in favor of the County in the amount of \$151,000 to secure the performance of all terms and conditions of this contract.

The Note and Deed of Trust shall be for a term of twenty (20) years from the date of execution, and shall be executed prior to any disbursement of funds under this Agreement. The Note shall bear no interest (0%). Upon maturity of the Note under its terms or due to acceleration of the Note upon sale, change of use or default the entire principal balance shall be due and payable to the County.

### **CHANGE OF USE**

Should Contractor cease operating the Project as affordable senior housing, Contractor shall give the County a 30-day written notice of such cessation or change of operations. The County may give written consent, at its sole discretion, for any subsequent replacement use of the Project, and may, at its sole discretion, waive the acceleration of the Note that is triggered by said change in use.

### **ACCELERATION OF NOTE**

In the event Contractor breaches any of the terms and conditions of this Agreement after notice and an opportunity to cure as provided in Exhibit E herein, Contractor will be in default of the terms and conditions of the Note, and the County may demand immediate and full payment of the Note.

### **NON-PROFIT STATUS OF CONTRACTOR**

Contractor agrees to maintain its status as a non-profit corporation and that its failure to do so shall be grounds for termination of this Agreement.

### **FIRE AND EXTENDED COVERAGE**

Contractor, at its own cost, shall maintain an insurance policy of standard fire and extended coverage during the life of the Note securing this Agreement, or any subsequently executed documents which replace the Note, to the extent of at least the full replacement value of the improvements to the Project. The insurance policy shall be issued in the name of Contractor and the County as their interests appear. The insurance policy shall contain a lender's loss payable endorsement, providing that any proceeds shall be payable to the County as its interests appear.

In the event that Contractor shall fail to undertake the restoration or reconstruction of such improvements within sixty (60) days following any such damage or destruction, there shall be paid and released to the County from such insurance proceeds a sum equal to the cost of clearing the

premises in the event Contractor does not at its own expense clear the premises within said period. The balance shall be held to compensate the parties to this Agreement as if the premises were sold.

### **COMMENCEMENT OF OPERATIONS**

Contractor shall commence rehabilitation within twelve (12) months after execution of this Agreement, if not sooner. Failure to meet this condition shall constitute an event of default under the terms of this Agreement. In the event that delays in rehabilitation are caused by acts of God or matters beyond the reasonable control of Contractor, the time period for commencement of rehabilitation shall be extended for an additional period not to exceed twelve (12) months.

### **RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE**

A. Contractor's responsibilities:

Contractor shall engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Department of Housing and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Department of Housing.

B. County's responsibilities

County, through the Department of Housing, shall:

- Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- Conduct review of performance and outcome information.

## **Exhibit B Method and Rate of Payment**

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

### **DISBURSEMENT OF FUNDS**

The loan proceeds shall be disbursed as follows:

Upon written request to the Director of the Department of Housing, payments shall be made directly to authorized third parties. No direct payment shall be made until Contractor certifies in writing that the services have been satisfactorily performed, that the payments are proper, and that all funds to be expended are on behalf of and exclusively for the project. In the event Contractor has made direct payment to the third party, a reimbursement payment shall be made to Contractor upon receipt of an itemized invoice and evidence of payment by Contractor.

None of the loan funds shall be used for salary, fringe benefits or other compensation of employees of Contractor and/or its affiliates. In no case, shall the County recognize any request for payment which exceeds the \$151,000 agreement amount. Any payments requested for that are beyond this amount shall be the sole responsibility of Contractor.

Payments from this set aside shall only be to a licensed Contractor selected by the Lesley Foundation. A project specific Contract shall be executed by the Lesley Foundation and its selected Contractor prior to the payment of any monies from the set aside funds under this Agreement. The Lesley Foundation understands that the Construction Contract is between themselves and their selected contractor and that the County does not warranty the work of any Contractor or other professional persons employed under the Lesley Foundation.

Payment to the Contractor shall be made on a reimbursement basis, upon presentation by the Contractor of an invoice, or invoices; provided that the maximum amount payable under this Agreement shall not exceed \$151,000.

Contractor shall provide, with submitted invoices, a report of activity. Whether or not an invoice is submitted, Contractor shall submit an activity report every quarter providing an update on the status of the project, in addition to any other County required reports.

Final invoice will be paid following an inspection by Department of Housing staff and receipt of a completion letter from the Lesley Foundation. The County reserves the right, under the Director of the Department of the Housing to be the final authority for payment and for determining the completion of all items specified under the Contract. Within 90 calendar days of the execution of this agreement by the County, the Contractor shall submit to the County an Audit Report for FY 2003-04.

### **EXCEPTIONS:**

1. Contractor shall incur no expenses under this Agreement for which reimbursement is sought prior to July 1, 2005.
2. County shall not honor any requests for reimbursement under this Agreement for work which pre-dates July 1, 2005.
3. Contractor shall incur no expenses under this agreement for work begun after June 30, 2006.
4. County shall not honor any requests for reimbursement under this Agreement for work begun after June 30, 2006.

Final authority for deciding validity of requests for reimbursement shall rest with the County.

**Exhibit C**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

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**I Vendor Identification**

Name of Contractor      The Lesley Foundation  
Contact Person          Sarah Lambert, Executive Director  
Address:                    701 Arnold Way  
                                     Half Moon Bay, CA 94019  
Phone Number            (650)726-4888  
Fax Number                (650)726-5888

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**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.\*

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**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**

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Contractor shall submit a **Quarterly Report** 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. This report requirement is in addition to any information submitted with requests for reimbursement; this requirement shall extend until completion of the project even if all of the funds provided under this Agreement have been expended.

Upon completion of the project Contractor shall provide a Public Facilities Beneficiary Summary which shall summarize the number of clients served by their ethnicity and income

Sample forms are attached at the end of this Exhibit D and can be e-mailed to Contractor upon request. Contractor may provide alternative forms so long as all of the required information is present.

**Exhibit D**  
**PUBLIC FACILITIES BENEFICIARY SUMMARY** (form rev. 5/04)

<b>Sponsor Name, Address and Telephone</b>				<b>Project Completion Date:</b>			
				<b>For Expansion or New Projects Only</b>			
				<b>Currently Served</b>		<b>Additional to be Served</b>	
<b>Total Number Served</b> (Check One) <input type="checkbox"/> Persons <input type="checkbox"/> Households							
<b>Income Data</b>				<b>Currently Served</b>		<b>Additional to be Served</b>	
	Number of Low Income						
	Number of Very Low Income						
	Number of Extremely Low Income						
<b>Racial/Ethnicity Data</b> (Head of Household Only)				<b>Currently Served</b>		<b>Additional to be Served</b>	
					<b>Hispanic Ethnicity</b>		<b>Hispanic Ethnicity</b>
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						
<b>Other Demographics</b> (Head of Household Only)				<b>Currently Served</b>		<b>Additional to be Served</b>	
	Female						
	Elderly						
	Handicapped						

\* includes indigenous peoples from both North and South American continents

**EXHIBIT D  
QUARTERLY NARRATIVE REPORT**

<b>Organization:</b>
<b>Project:</b>
<b>Period Covered:</b> <input type="checkbox"/> 7/1/05 - 9/30/05 <input type="checkbox"/> 10/1/05 - 12/31/05 <input type="checkbox"/> 1/1/06 - 3/31/06 <input type="checkbox"/> 4/1/06 - 6/30/06

<b>Summary/Highlights This Quarter of your Funded Project</b>

<b>Organization Highlights This Quarter</b>

**Exhibit E**  
**Additional Program Requirements**

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**1. BREACH OF AGREEMENT**

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD. County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all finished and unfinished work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

**2. AGREEMENT TERMINATION**

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

**3. CONFLICT OF INTEREST**

No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to the projects funded under the program during his/her tenure, or for one year thereafter, shall receive, or have any interest, direct or indirect, in a residence or property receiving benefits through the Facility Improvement Loan (sprinkler system installation and related services), at Bonnie Brae Terrace, 2400 Carlmont Drive, Belmont, CA.

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 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**

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Agreement with

**The Lesley Foundation**

**Sarah Lambert, Executive Director**

Name of Contractor and Representative

For a

**Facility Improvement Loan (sprinkler system installation and related services), at  
Bonnie Brae Terrace, 2400 Carlmont Drive, Belmont, CA**

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.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**Assurance of Compliance with Section §504**  
of the Rehabilitation Act of 1973, as Amended

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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.

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Name of 504 Person - Type or Print

The Lesley Foundation  
701 Arnold Way  
Half Moon Bay, CA 94019

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Name of Contractor(s) – type or Print

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

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Date

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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."