



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
DEPARTMENT OF HOUSING  
AND  
COACH OF SAN DIEGO, INC.**

**to assist with**

**COMMON AREA RENOVATION OF PILLAR RIDGE MOBILE  
HOME PARK**

**for the period**

**from March 14, 2006 to June 30, 2007**

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
COACH OF SAN DIEGO, INC.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COACH OF SAN DIEGO, INC., hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, Contractor applied for funding assistance for continued renovation of the common areas of Pillar Ridge Mobile Home Park in Moss Beach ("Project"); and

WHEREAS, Pillar Ridge Mobile Home Park ("Park") was formerly known as El Granada Mobile Home Park, a 227-space park, of which at least 75% of the units must remain affordable to low-income households in accordance with the terms of the tax-exempt financing obtained by Contractor as part of the Park acquisition; and

WHEREAS, Millennium Housing Corporation, an affiliate of the Contractor and also a nonprofit, was previously approved by the County Board of Supervisors on November 11, 2004, by Resolution No. 076016, to receive FYB 04-05 CDBG funds of \$350,000 for the Project; and

WHEREAS, County approved assigning the obligations of the \$350,000 funding agreement from Millennium Housing Corporation to Contractor on December 8, 2004 via the Deed of Trust Rider, which was recorded in the County Recorder's Office on December 15, 2004; and

WHEREAS, Contractor is the legal owner of title of the Park; and

WHEREAS, on May 3, 2005, the Board of Supervisors approved the CDBG Action Plan projects for FY 2005-06, which included \$300,000 for the Project and

WHEREAS, both County and Contractor wish to enter into an agreement delineating the business terms of the funding to assist the Project, for a term beginning upon execution through not more than 55 years after the execution of the Promissory Note, for a total obligation of \$300,000

WHEREAS, on May 3, 2005, the Board of Supervisors approved the CDBG/ESG/ HOME funding for FY 2005-06, which included funding for this purpose; and

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

**1. Exhibits**

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

- Exhibit A – Program/Project Description
- Exhibit B – Payments and Rates
- Exhibit C – Equal Benefits Compliance Declaration Form
- Exhibit D – Additional Program Requirements
- Exhibit E – 504 Compliance

Notwithstanding any other provisions of this Agreement, in the event of a conflict between the terms of this Agreement and those of an Exhibit, the terms of the Exhibit shall control.

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

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services (hereinafter referred to as the "Services" or the "Work") necessary to implement the Program/Project as described in Exhibit A. For the purposes of this contract "Program" or "Project" may be used interchangeably.

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein. County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred Thousand Dollars, (\$300,000).

## **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from date of execution of this Agreement through such time when Contractor has paid in full all of the payments due under the Promissory Note described in Exhibit A, which payments are due and payable no later than November 30, 2059.

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.

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.

## **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 services or work provided by 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
- (b) Motor Vehicle Liability Insurance . . . . . \$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. 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. Where applicable, 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. Compliance with Contractor Employee Jury Service Ordinance**

For all Agreements in excess of \$100,000 Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**13. 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.

**14. 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.

**15. 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.

**16. Notices**

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

In the case of County, to:  County of San Mateo Director, Department of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002	In the case of Contractor, to:  George Turk, President COACH of San Diego, Inc. 660 Newport Center Drive, Suite 1020 Newport Beach, A 92660
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

COACH of San Diego, Inc.

\_\_\_\_\_  
Contractor's 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:

**A. Activities**

1. Funding provided under this Agreement shall be used by Contractor to continue to assist in physical upgrades to the common areas of Pillar Ridge Mobile Home Park, located at 164 Culebra Street, Moss Beach, California. Funds provided in this Agreement shall supplement funding of \$350,000 previously provided to Project.

2. Project work scope shall include the activities list below, with any change to the work scope category subject to written approval by the Department of Housing:

<b><u>Work Scope Category</u></b>	<b><u>Cost Est.</u></b>
Well field rehabilitation	\$23,000
Lot line survey	\$15,000
Electrical system rehab	\$6,500
Relocate laundry facility	\$30,000
Water supply line access	\$25,000
Security cameras	\$35,000
Storage tank cleaning/inspection	\$10,000
Painting distribution pipes/tanks	\$14,000
Water plant engineering services	\$15,000
Clubhouse remodel	\$89,000
Water plant sewer connection/culvert	\$37,500
<b>TOTAL</b>	<b>\$300,000</b>

3. Construction work shall be subject to federal prevailing wage requirements under the Davis-Bacon Act.

**B. Performance and Compliance Periods**

1. Performance Period - Work identified for funding under this Agreement phase shall be completed by June 30, 2007, or Contractor may be in default of this Agreement. Should Contractor require additional time to meet this performance date, Contractor shall direct a written request to the Director of the Department of Housing. Approvals to any requests for extensions shall be in writing.

On a quarterly basis until Project completion, Contractor shall provide the County with a performance report describing status of the Project, whether in predevelopment or construction, as noted in Exhibit E.

2. Compliance Period - After completion of work during the Performance Period, evidenced by the date of recording of Certificate of Completion in the County Recorder's Office, or some other document acceptable to the County, Contractor shall provide the County Department of Housing with a completion report on forms provided by the County. Thereafter on an annual basis, or more often if required by the County, Contractor shall provide the County with information necessary to monitor the Project relating to program compliance matters. Annual information required shall include: evidence of continuing fire and liability insurance; annual certified financial audit; tenant incomes and rents; certificate of continuing use, and any other compliance information as may be required by



the County. The compliance period shall be coterminous with the term of the Promissory Note described below.

**C. Use**

Funding under this Agreement is justified on the basis on low income beneficiaries. At least 50% of the mobile home units, or 114 spaces, shall be occupied by low and very low income residents as defined periodically for San Mateo County by household size by the U.S. Department of Housing and Urban Development. Contractor shall certify to the County on an annual basis the percentage occupancy of lower income beneficiaries.

**D. Security**

Prior to any disbursement of funds, Contractor shall execute and deliver a Promissory Note (“Note”) and Deed of Trust in favor of the County to secure the performance of all terms and conditions of this Agreement. The County shall cancel the existing promissory note for \$350,000 and the Contractor shall execute a new Promissory Note for \$650,000, incorporating the terms and conditions of the existing note. The term of the Note shall mature on November 30, 2059, with simple interest to begin accruing at 3% beginning December 1, 2009.

The County shall re-convey the existing Deed of Trust for \$350,000 and Contractor shall execute a new Deed of Trust for \$650,000. The Deed of Trust shall be recorded against the subject property in the Office of the Recorder of the County of San Mateo.

**E. Repayment**

Unless otherwise agreed to in writing between the Contractor and the Director of Housing, repayment shall be made according to the following terms: Contractor shall make annual payments out of surplus cash (as defined below) beginning in calendar year 2015,. Payments shall be applied first to interest before making any principal reductions.

Surplus cash shall be defined as follows:

All rental and incidental income from operations of Pillar Ridge, but excluding tenant security deposits (and any interest earned on said deposits) and capital contributions by Contractor, Project Owners or its partners, less the following to the extent consistent with an annual independent financial audit to be provided by Contractor or Project Owners: all actual Project operating expenses, utilities, maintenance expenses, real estate taxes, operating reserves not to exceed 3% of operating expenses, replacement reserves to be approved by the County, property management fee not to exceed 6% of gross effective income, principal and interest paid on loans in superior position to the County loan. Gross effective income is defined as all income generated by the Project.

The annual audit must indicate that the operating and replacement reserves were actually funded before Project can include these amounts in the calculation to determine Surplus Cash. If the reserve amounts actually taken exceed the above allowances, Contractor or Project Owners shall obtain approval from County in writing to allow Project to include the higher reserve amounts in the calculation for Surplus Cash. Depreciation will not be allowed as an operating expense for purposes of calculating Surplus Cash.

A copy of the annual independent financial audit shall be delivered to the County not later than 120 days after the end of Project’s fiscal year. Payment to the County out of Surplus Cash flow shall

begin in calendar 2015 and shall be delinquent if not delivered to the County not later than 120 days after the end of each fiscal year.

**F. Prepayment**

Prepayments may be made at any time without penalty.

**G. Due on Sale, Refinance or Transfer of Title**

Contractor shall not sell or refinance the property or assign its rights under this Agreement without obtaining the prior written consent of the County. In the event of a sale or transfer of the subject property or any interest therein by Contractor, the entire principal balance of the Note, including any accumulated interest, shall be immediately due and payable. With the prior written consent of the County, the County Note may be assumed or transferred if the property that is the subject of this Agreement is transferred to an owner who continues an eligible CDBG use and the new owner agrees in writing to the terms and conditions of this Agreement and the Note and Deed of Trust.

**H. 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, the Contractor will be in default of the terms and conditions of this Agreement as well as the Note, and the County may demand immediate and full payment of the principal amount of the Note, and/or may initiate foreclosure proceedings under the Deed of Trust.

**I. Fire and Extended Coverage**

Contractor at its costs shall maintain on the improvements associated with the Project a policy of standard fire and extended coverage during the life of the Note and Deed of Trust securing this Agreement, or any subsequently executed document which replaces the Note and Deed of Trust, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the premises. The insurance policy shall be issued in the names 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 undertake to restore the damaged improvements or to reconstruct the destroyed improvements within a period of sixty (60) days, such insurance proceeds received by the County shall be released to Contractor as payments are required for said purposes, and upon completion of such restoration or reconstruction, any balance thereof remaining shall be paid to Contractor forthwith.

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. Contractor shall also sell the vacant land on the open market and the proceeds of said land sale shall be distributed among the parties to this Agreement.

**J. County Notification of Marketing**

The Director of the County Department of Housing shall be notified of all marketing efforts to seek new occupants for Pillar Ridge. Contractor shall provide the County with all copies of notices advertising availability of mobile home spaces.

**K. Acknowledgment of County as Funder**

The County of San Mateo shall be acknowledged by Contractor as a funder of the Project in applicable publicity materials. These materials may include, but are not limited to project signage and press releases.

**Mandatory Acknowledgement of Funder**

All projects/programs receiving any type of funding assistance and or substantial technical assistance through the San Mateo County Department of Housing will be required to state such in any advertising, marketing, public presentations, press releases, written materials or project descriptions. Such acknowledgement should also identify the U.S. Department of Housing & Urban Development.

All Capital projects shall display signage as described below:

- **Temporary Construction Signage** must be appropriately displayed during the major portion of the construction phase. Such signage must be provided by the Contractor and must be pre-approved by the Department of Housing in design and content.
- **Permanent Historical Signage** must be attached to all completed projects and must be displayed in a visible, highly trafficked area of the project, IE. front lobby, main entry or walkway, etc. Location of display must be approved by the Department of Housing. **Permanent historical signage in the form of an 8" x 10" bronze plaque provide d by the Department of Housing; cost of said plaque shall be reimbursed to County from loan proceeds as a project cost.** The Director of the Department of Housing may, at his sole discretion, waive this requirement if he determines that such placement would not be appropriate to the project.

**Exhibit B**  
**Method and Rate of Payment to Contractor**

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In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor, as disbursements under the Promissory Note, based on the following terms:

Payment by County shall be made on a reimbursement basis upon claims for reimbursement submitted by Contractor to County. Requests for reimbursement shall include copies of invoices paid together with warrants, canceled checks, or other proof that the invoices have been paid. The request must include a brief narrative description of the progress of the project and the items being reimbursed. Subject to Contractor meeting all of the reporting and other requirements specified herein, County shall make such reimbursement payments within twenty-one (21) days of receipt of an acceptable request for reimbursement.

Upon written request to the Director of Housing, payments may be made directly to authorized third parties; Contractor must submit original invoices with the request. The County cannot guarantee the timeliness of such third party vendors and will not be responsible for any charges levied by such third party due to failure to meet timeliness requirements of their agreement with Contractor.

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

In the event of a questionable payment request, the County shall state in writing the specific nature of its objections to Contractor's work. The 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. 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.

None of the funds shall be used for salary, fringe benefits or other compensation of employees of Contractor or its affiliates.

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 work described in Exhibit A, Contractor shall provide a Tenant Profile and Project Completion Report.

No requests for reimbursement or third party payment will be processed until all reports required hereunder, including any applicable prevailing wage documents required under the Davis-Bacon Act, have been received by the Department of Housing.

In the event of termination prior to completion of the Project any funds not expended shall be paid down

against the principal of the loan. Any remaining principal, plus accrued interest, if any, shall be immediately due and payable in accordance with the provision of the Promissory Note.

**Exhibit C**

**Equal Benefits Compliance Declaration Form**

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**I Vendor Identification**

Name of Contractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

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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**  
**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.

**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 financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

Contractor shall incorporate the above provision 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. Section 3, Housing & Urban Development Act of 1968. For all programs receiving \$100,000 or more, or construction projects receiving \$200,000 or more, of HUD financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the area. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the area. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or 3) that provide evidence of a commitment to subcontract in excess of 25 % of the dollar award of all subcontract to be awarded to a section 3 business concern. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

G. 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.

H. 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.

I. 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.

J. 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.

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

L. 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).

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

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

## Exhibit E

### 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 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 regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*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."