



AGREEMENT BETWEEN

**COUNTY OF SAN MATEO
DEPARTMENT OF HOUSING,
CITY OF REDWOOD CITY**

AND

FIRST COMMUNITY HOUSING

to assist with

**VILLA MONTGOMERY
AFFORDABLE HOUSING PROJECT**

for the period

from the date of execution to 12/31/06

Contact Person: Jack Marquis
Telephone number: (650) 802-5035

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO, THE CITY OF REDWOOD CITY AND FIRST COMMUNITY HOUSING

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County", the CITY OF REDWOOD CITY, hereinafter called "City", and FIRST COMMUNITY HOUSING hereinafter called "Contractor" OR "FCH";

W I T N E S S E T H:

WHEREAS, FCH applied for funding assistance for the development of 58 units of affordable rental housing units; and

WHEREAS, on May 3, 2005, the County's Board of Supervisors approved the CDBG/ESG/ HOME funding for FY 2005-06, which included \$500,000 of HOME funding for this purpose; and

WHEREAS, on May 9, 2005, the City Council of the City of Redwood City approved CDBG funding for FY 2005-06 which included \$200,000 funding for this purpose; and

WHEREAS, on January 24, 2005, the Redevelopment Agency Board of the City of Redwood City approved a Development and Disposition Agreement (RDA Resolution 13624) recorded in the Office of the County Recorder on August 17, 2005 as document 2005-141296, hereinafter referred to as "the DDA", and by this reference made a part hereof as if contained in its entirety, committing a subsidy of Redevelopment Agency Housing Set-aside Funds in the amount of \$1,927,000;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of development of affordable rental housing;

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

1. Exhibits and Attachments

The following exhibits and attachments 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 or Attachment hereto, the terms of the Exhibit or Attachment 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 and City shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." Both the County and the City reserve the right to withhold payment if either determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's and City's total fiscal obligation under this Agreement exceed Five Hundred Thousand Dollars, (\$500,000) and Two Hundred Thousand Dollars (\$200,000), respectively.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the date of delivery to each party of a copy of the Agreement that has been signed by all parties, and shall terminate December 31, 2006.

Upon Contractor's breach of any of the terms or conditions of this agreement, either County or City may terminate this Agreement for cause by giving each of the other parties to this Agreement notice of any such breach or default and 30 days to cure said breach or default.

County and City each reserve 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 or City choose to waive a particular breach of this Agreement, the waiving party 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 or City may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of third party funds, by providing written notice to the other parties hereto as soon as is reasonably possible after the terminating party learns of said unavailability of said third party 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 or City and that Contractor acquires none of the rights, privileges, powers, or advantages of County or City 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.

Contractor hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnitees, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person or property damage (including loss of use thereof) arising from, or alleged to have arisen from, any acts or omissions to act, negligent or otherwise, of Contractor, its officers, agents or employees under this Agreement.

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; provided however, that nothing herein will be construed to require Contractor to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 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 and City. Any such assignment or subcontract without the County’s and City’s prior written consent shall give County or City 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 the County’s Risk Management Division [City too?], 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 [City?] 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 and City of Redwood City 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 or City Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County or City 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 or the City Manager.

To effectuate the provisions of this section, the County Manager and the City 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 and the City 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 and City 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.
- G. Contractor shall market affordable housing units to be constructed under this Agreement pursuant to an Affirmative Marketing Plan as required in the DDA, which plan must be approved by City and County. Once approved, this plan shall become an integral part of this Agreement.

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 or City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, City, 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 or City.
- C Contractor agrees to provide to City, County, to any Federal or State department having monitoring or review authority, to County or City'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:

First Community Housing
Geoff Morgan, Project Manager
2 North 2nd Street, Suite 1250
San Jose, CA 95113

In the case of City, to:

City of Redwood City
Housing Coordinator
1017 Middlefield Road
Redwood City, CA 94063

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

CITY OF REDWOOD CITY

By: _____
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

First Community Housing

Contractor's Signature

Date: _____

Exhibit "A"
Program/Project Description

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

Contractor shall use the funds provided to assist with the development of 58 affordable rental units (the Project) on that property commonly known as 1540 El Camino Real, Redwood City, CA. The actual activities eligible for funding with these funds shall include, but not be limited to, cost of architecture and engineering, construction of the units and common space, and any necessary site improvements.

The Project shall be built in conformance with plans and specifications approved by the City of Redwood City and in conformance with that Disposition and Development Agreement (the DDA) executed by and between the Redevelopment Agency of the City of Redwood City and Contractor dated March 31, 2005 and recorded in the office of the County Recorder on August 17, 2005 as Document Number 2005-141296 Official Records of the County of San Mateo.

Contractor shall carry out its construction of the improvements in accordance with the Davis-Bacon Act which requires among other things, the payment of prevailing wage for all construction workers. The prevailing wage applicable to the Project shall be either the Federal or State wage rate for each worker classification, whichever is higher. The City of Redwood City accepts responsibility to monitor the Project for compliance, and shall maintain a Davis-Bacon Compliance File for a period of no less than five years from the date of completion of construction of the Project. The City shall provide certification to the County that the Project was constructed in compliance with the State and Federal requirements.

Contractor has executed a Promissory Note and Deed of Trust in favor of the City of Redwood City and/or its Redevelopment Agency in the total amount of \$2,627,000. The \$500,000 provided by the County and the \$200,000 provided by the City under this Agreement are a part of that total. Said Note accrues interest at three percent (3%) simple interest and is to be repaid on an annual basis from seventy percent (70%) of the Projects Net Cash Flow. The City hereby acknowledges that the County's funds represent 19% of the total funds provided to the Project as part of such loan and agrees to submit to the County 19% of any payments received from the Contractor in repayment of said Note. The City CDBG funds represent 8% of the total funds and Redevelopment Agency funds represent 73% of the total; any payments received shall be apportioned in accordance with these percentages. In the event of a default in the terms of this Agreement or the DDA, the entire Principal balance and any unpaid interest may be declared due and payable; any payment received as the result of such default shall be paid in accordance with the above referenced proportions.

Contractor has also executed a "Declaration of Affordability Covenants" (DAC) establishing the affordability of units in accordance with State Redevelopment law requirements and in accordance with requirements of the HOME Investment Partnership Act which is the source of the \$500,000 provided under this agreement by the County as well as other funds used by the City of Redwood City to acquire the land. Contractor and City agree that the County shall have all rights of enforcement of this DAC as if County had been named in the original document.

Contractor shall provide to County copies of all reports required to be submitted to the City or the Redevelopment Agency by both the DDA and the DAC. Such reports shall be delivered to County at the time that they are provided to the City or the Redevelopment Agency.

Mandatory Acknowledgement of Funder

Contractor agrees that any advertising, marketing, public presentations, press releases, written materials or project descriptions shall acknowledge the financial and technical assistance provided by the County of San

Mateo Department of Housing, City of Redwood City, Redevelopment Agency of Redwood City and 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 County and City in design and content.
- **Permanent Historical Signage** must be attached to the completed project 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 City and County. Permanent historical signage shall identify the County of San Mateo Department of Housing, the City of Redwood City, the Redevelopment Agency of Redwood City and the U.S. Department of Housing & Urban Development. Such historical signage shall be in the form of a stone or bronze plaque no smaller than 8" x 10". The design of said plaque must be approved by the County and City.

Exhibit B
Method and Rate of Payment to Contractor

In recognition of the City's considerable monetary contribution to this Project over and above the funds specifically provided in this Agreement and recognizing that the City has a reimbursement process in place delineated in the DDA, it is agreed that the City will process and approve all reimbursement requests from Contractor for the \$700,000 provided in this Agreement as well as the funds provided by the Redevelopment Agency under the DDA.

All payments shall be on a reimbursement basis as provided in the DDA. City shall make payments to Contractor and shall submit to County for reimbursement. 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.

The County reserves the right to verify completion of work prior to reimbursement to City. In the event of a questionable payment request, the County shall state in writing the specific nature of its objections to Contractor's work or City's request for reimbursement. The County shall also specify what actions or changes are necessary to make the work or request acceptable. Contractor or City 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 any 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 project Contractor shall provide a Tenant Profile and Project Completion Report on forms provided to Contractor by the County of San Mateo 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. As provided in this Agreement, the County will receive 19% of any funds received or credited against principal or accrued interest on the loan.

Exhibit C
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor First Community Housing
Contact Person Geoff Morgan
Address: 2 North 2nd Street Suite 1250
 San Jose, CA 95113
Phone Number 408-291-8650
Fax Number 408-993-9098

II Employees

Does the Contractor have any employees? " Yes " No

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

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

III Equal Benefits Compliance (Check one)

- " Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- " Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- " No, the Contractor does not comply.
- " The Contractor is under a collective bargaining agreement which began on _____(date) , and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name (Please Print)

Title

Date

Exhibit D
Additional Program Requirements

1. BREACH OF AGREEMENT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD.

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.

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."