



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
DEPARTMENT OF HOUSING  
AND  
SHELTER NETWORK  
TO ASSIST WITH  
SHELTER OPERATIONS  
FOR THE PERIOD  
JULY1, 2010 TO JUNE 30, 2011**

Contact Person: Rosa Mendoza  
Telephone number: (650) 802-5037

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
SHELTER NETWORK**

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

WITNESSETH:

WHEREAS, Contractor applied for funding assistance for Shelter Operations; and

WHEREAS, on April 27, 2010, the Board of Supervisors approved the CDBG/ESG/HOME Action Plan funding for FY 2010-11, which included funding for this activity; and

WHEREAS, it is necessary and desirable that Contractor receive funding assistance for the purpose of Shelter Operations;

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

**1. Exhibits**

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

- Exhibit A – Program/Project Description
- Exhibit B – Disbursements and Rates
- Exhibit C – Contractor 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 will control.

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

In consideration for the funding assistance 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 disburse funding assistance to Contractor in the form of payments based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold disbursements if the County determines that the quantity or quality of the work performed is unacceptable. In no event will the County's total fiscal obligation under this Agreement exceed One Hundred Forty Nine Thousand Six Hundred Two Dollars, (\$149,602).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement will be from July 1, 2010 through June 30, 2011, unless otherwise modified in Exhibit A.

Notwithstanding the Term set forth above, or any provision of this Agreement or its attachments to the contrary, this Agreement shall remain in effect and force until all services and deliverables set forth in Exhibit A have been completed and all funding assistance described in Exhibit B has been disbursed, or until the expiration of the Term as set forth above, whichever event occurs last.

County may terminate this Agreement for cause after giving Contractor written notice of any breach or default and after the expiration of 30 days from the date of such notice to cure said breach or default, if Contractor fails to cure said breach or default to the satisfaction of County, in County's sole discretion. County may terminate this Agreement without cause after giving Contractor 60 days written notice.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver will 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 will 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, will 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 will 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 County 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 will specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County 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 it 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 will 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 will be combined single limit bodily injury and property damage for each occurrence and will be not less than the amount specified below.

Such insurance will include:

- (a) Comprehensive General Liability . . . . . \$1,000,000
- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- (c) Professional Liability . . . . . \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which will also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants will 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 will 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 will 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 Exhibit E, 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Charter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from 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 will 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 will 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 its 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 Equal Benefits 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. 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.**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to its 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. This provision will not apply if the County's total fiscal obligation under the Agreement, as set forth in section 3, above, is less than \$100,000.

## **13. Retention of Records, Right to Monitor and Audit**

- A Contractor shall maintain all required records for five (5) years after the County makes final payment and all services provided pursuant to this Agreement have been completed, 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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 and Venue**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

|   |  |
|---|--|
| <p>In the case of County, to:</p> <p>Duane Bay, Director<br/>         Department of Housing<br/>         County of San Mateo<br/>         262 Harbor Blvd., Bldg. A<br/>         Belmont, CA 94002-4017<br/>         Phone 650 802-5050</p> | <p>In the case of Contractor, to:</p> <p>Michelle Jackson, Executive Director<br/>         Shelter Network<br/>         1450 Chapin Avenue, 2<sup>nd</sup> Floor<br/>         Burlingame, Ca 94010<br/>         650-685-5880</p> |
|---|--|

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

**COUNTY OF SAN MATEO**

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

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

ATTEST:

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

**contractor name**

\_\_\_\_\_  
Contractor's Signature (use blue ink only)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**Exhibit A**  
**Program/Project Description and Specific Requirements**

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Program Description.

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

**1. CLIENT SERVICES:**

A. Services - The Contractor will provide emergency shelter and/or transitional housing for homeless families and individuals at the following five program sites:

- 1) Family Crossroads - 50 Hillcrest Drive, Daly City;
- 2) First Step for Families - 325 Villa Terrace (or alternate sites as necessary), San Mateo;
- 3) Maple Street Self Sufficiency Center - 1580A Maple Street, Redwood City;
- 4) Redwood Family House - 110 Locust Street, Redwood City;
- 5) Haven Family House - 260 Van Buren Road, Menlo Park; and

All Contractor programs are to be open 24 hours a day and referrals are to be accepted through local community-based organizations daily from 9:00 a.m. through 5:00 p.m., Monday through Friday. Contractor will provide the services to a 1785 estimated individuals during the term of this Agreement.

Social services will be offered to all clients participating in transitional housing programs. Social services will include crisis intervention, case management, short-term counseling, weekly self-sufficiency workshops, weekly group meetings, advocacy, housing and employment development assistance, personal financial assistance, health and mental health referral, coordination of services with local community agencies, mandatory savings program, move-in costs, voluntary follow-up case management services, transportation, food and household items for relocation to permanent housing.

**Outcomes** - The parties agree that it is their intent, in entering into this Agreement, to achieve the following outcomes.

- (1) Seventy-five percent (75%) of families and fifty-five percent (55%) of the individuals who receive transitional housing assistance under this Agreement will be assisted to relocate to permanent housing.
- (2) The numbers of persons who are employed will increase during the time they receive transitional housing.
- (3) Average monthly income per family will increase from entry to graduation of the Shelter Network's Participant Program.
- (4) Over ninety percent (90%) of families enrolled in voluntary follow-up case management will remain in housing six months after graduation from transitional housing.

## **SUPPORTING ACTIVITIES**

**Administrative Support** - Will be provided to all programs through Contractor's administrative staff, located at 1450 Chapin Avenue, 2nd Floor - Burlingame, California 94010. Administrative support for transitional housing programs will include fund-raising, supervision, program coordination, volunteer coordination, public relations and financial and general management.

**Maintenance** - All sites will receive on-going maintenance from Contractor in such a manner that ensures that appropriate permits, licenses, prevention measures and applicable codes are met, and ensures that services are delivered in a professional, effective, and ethical manner.

**Program Needs Assessments** - An annual assessment will be conducted by Contractor's staff, including an assessment of the manner in which needs and existing gaps in services are currently met by Contractor, which will be presented to and reviewed by Contractor's Board of Directors. Contractor will provide the County with a copy of all assessments completed during the term of this Agreement.

**Education and Training** - Regular in-service training for Contractor's staff will be conducted using other social services professionals with expertise in specific areas. Regular educational presentations by Contractor's staff and Board to interested community groups will also continue on a regular basis.

**Program Evaluation** - As part of the program planning and review process, each year a program plan will be developed for each transitional housing site and the administrative department, and these plans will be evaluated at year-end based upon the goals and objectives established.

**Resource Development** - Contractor's administrative staff will continue to pursue the following sources of funding: private foundations, corporate grants, contributions from individuals, fund-raising events, and government contracts, etc.

**Community Coordination** - Contractor's Executive Director, Director of Programs and Services, Program Directors and Casework staff will regularly participate in local networks and the Continuum of Care Collaborative to promote collaboration and coordination to support transitional housing services.

## **DESCRIPTIONS OF THE SERVICE ENVIRONMENTS**

**Clients Served** - Contractor will continue to serve homeless residents of San Mateo County, both families and individuals, referred by the County's existing CORE Services Agencies and other social service providers.

**Volunteers** - Volunteers assist with site maintenance, providing client workshops, coordinating donations at program sites, transporting clients and conducting community education and fund development activities.

**Support Committees** - Each transitional housing program will maintain a community support committee comprised of local service providers, representatives of religious congregations

and community organizations, school districts, law enforcement and concerned citizens. In addition to creating a local base of support for each program in the local community, the Support Committees will serve to inform and voice local concerns.

#### **DEFINITION AND EXPLANATION OF TERMS**

**Case Management** - The oversight, **planning and** coordination of various systems related to the provision of Social Services.

**Transitional Housing** - Temporary housing of a longer term than shelter. Transitional housing includes temporary housing combined with the intensive and comprehensive support services that will assist an individual or family to successfully regain permanent, stable housing of their own. Please see the above section "Client Services," for a fuller description of services included in transitional housing.

**Short-Term** - Stay of 2 to 60 days.

**Transitional Housing Stay Period** - 2 to 6 months.

#### **OTHER CONTRACTOR RESPONSIBILITIES**

- A. Contractor will provide and maintain a system through which recipients of services provided under this Agreement will have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of such services.
- B. Contractor agrees to keep the San Mateo County Department of Housing informed about its services and activities under this Agreement, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. Contractor is receiving CDBG funds and agrees to complete and submit HUD required quarterly reports as stated in Exhibit F to cyoung@smchousing.org electronically on the quarterly basis. HUD required quarterly reports will also be available electronically for Contractors to use.
- D. Contractor will provide the Department of Housing with an annual budget. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this Agreement for a period of three (3) years.
- E. Contractor will participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.
- F. Contractor will perform the following specific tasks for each of the program components:
  1. Provide support services, for families and/or individuals to assist client to successfully transition into permanent housing, specifically including children's programs for facilities for families, a casework counseling program, rental and employment information and

social services provided through individual and group meetings, and referral to other community agencies.

2. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support.
3. Provide administrative, management, supervision, accounting, planning, public relations and overhead which supports the operations of the facilities through the involvement of the Contractor's Executive Director, Director of Finance, Director of Programs and Services, Clerical and Maintenance staff and the on-site Resident Manager.
4. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the facilities with the objective of creating a broad base of financial and volunteer support for them and lessening their dependence upon direct County funding.
5. Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE)

#### County Requirements

1. County Reimbursement Payment Overview: CDBG funds may not be used as advances to Contractor, only for reimbursement for services rendered. CDBG may be used to pay for costs incurred for the following: the cost of labor, supplies, and materials to deliver the above-referenced service(s), and a share of costs of operating and maintaining a portion of the facility in which the service(s) is/are located. This includes the lease of a facility, equipment, and other property needed for the public service. Payment to Contractor may be made based on a unit cost of service delivery.

CDBG will not pay for income payments to individuals for such items as food, clothing, rent, and utilities. Income payments made on behalf of an individual to providers of such services and not exceeding three consecutive months would be an eligible CDBG cost. CDBG funds may not be used to support Contractor administration, or other costs not associated with the CDBG-funded service delivery. Costs must be allowable, reasonable, and allocable, subject to OMB Circular A-122, "Cost Principles for Non-Profit Organizations", or OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments.

Unless otherwise noted, payment to Contractor shall be made quarterly in accordance with the cost allocation budget below, which shows an estimated reimbursement schedule of amounts for County funding under this agreement. All invoices must be supported by adequate documentation acceptable to DOH. (See Exhibit B for more information.) Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 10% from the original estimated CDBG-budgeted line item must be approved in writing by DOH Director.

## Cost Allocation Budget

| Budget Activity Description  | Agency Total (\$) | Percent of Total for Program (%) | Program (\$)     | Percent of Program funded by CDBG (%) | ESG-Funded (\$) * | CDBG-Funded (\$) | Estimated no. of unduplicated persons benefited |
|--|-------------------|----------------------------------|------------------|---------------------------------------|-------------------|------------------|---|
|  |                   |                                  |                  |                                       |                   |                  | <b>1,785</b>                                    |
| <u>Labor:</u>  |                   |                                  |                  |                                       |                   |                  |   |
| <u>Supplies:</u>   |                   |                                  |                  |                                       |                   |                  |   |
| <u>Materials:</u>  |                   |                                  |                  |                                       |                   |                  |   |
| <u>Operations/Maintenance:</u>   |                   |                                  |                  |                                       |                   |                  |   |
| Maintenance Workers  | \$125,775         | 94.01%                           | \$118,247        | 100.00%                               | \$118,247         | \$0.00           |   |
| Maintenance Supplies & Services  | \$200,005         | 94.15%                           | \$188,310        | 0.09%                                 | \$166             | \$31,189         |   |
| <b>TOTAL(\$)</b>   | <b>\$325,780</b>  | <b>94.10%</b>                    | <b>\$306,557</b> | <b>38.63%</b>                         | <b>\$118,413</b>  | <b>\$31,189</b>  |   |
| Cost per service unit (Divide CDBG Grant by # persons/families/households benefited) |                   |                                  |                  |                                       | \$66.34           | \$17.47          | <b>\$83.84</b>                                  |

\* Any line item request for reimbursement that is greater than 10% of the original estimated CDBG-budgeted line item must be approved in writing by DOH Director.

Unless agreed to otherwise by the parties to this agreement, one hundred percent (100%) of clients served with funding under this agreement must be low income as defined by U.S. Department of Housing & Urban Development for San Mateo County. The current low income standards for San Mateo County can be found at [www.smchousing.org](http://www.smchousing.org). Family income will be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

2. NEPA Exemption: CDBG funding for the program activity funded in this Agreement is exempt from environmental review (ER) in accordance with the National Environmental Protection Act under 24 CFR Part 58 sec.58.34 (4). Should DOH determine that the activity is not exempt under the aforementioned regulation, DOH will notify Contractor that an ER will be prepared and that any non-staff costs to undertake the ER will be deducted from the proceeds of the funding provided in this Agreement. In no case will funds be disbursed to Contractor until an ER determination has been made and/or completed to the satisfaction of the DOH, as the case may be.
3. Required Quarterly Reporting: Contractor shall submit to DOH a Quarterly Performance Report within 30 days of the end of each quarter. These reports may be accessed from the DOH website at [www.smchousing.org](http://www.smchousing.org). Required quarterly reporting will consist of two parts:

- a) Performance Summary, to be submitted on a form provided by DOH, which will summarize the number of clients served by their ethnicity and income. Data will be entered for both households and individuals. Data on domicile (city) of clients will also be provided.
  - b) Narrative Report, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization. A recommended format will be provided by DOH. *The narrative is required even if no activity has taken place within the quarter.*
4. Required Year-End Reporting. An additional report is required at fiscal year-end: Funding Sources Final Report, that shows the total of all funds expended for the program. This form may be found at [www.smchousing.org](http://www.smchousing.org).
5. Monitoring: In accordance with Paragraph 13 herein, *Retention of Records, Right to Monitor and Audit*, DOH may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring. Monitoring objectives will be to determine if Contractor is: (a) carrying out community development objectives consistent with the CDBG Program; (b) carrying out the program in a timely manner; (c) charging costs to the CDBG-funded activity that are eligible under applicable laws and CDBG regulations, and which costs should be reasonable in light of the services delivered; (d) conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse; and (e) operating on a level that indicates it possesses a continuing capacity to carry out the CDBG-funded activity.
6. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.

## Exhibit B Method and Rate of Payment

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In consideration of the services provided by Contractor in Exhibit "A", County will disburse funding assistance to Contractor based on the following terms:

### Public Services

Upon receipt of invoice, following the end of any calendar quarter, County will reimburse Contractor for actual costs incurred for services rendered during the term of the contract through the end of the quarter just completed, provided Contractor provides DOH with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Exhibit A. (For example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CDBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this agreement, and that staff costs were a line item in the budget submitted.)

Should DOH determine that the invoice documentation is too voluminous, DOH will notify Contractor that a summary of documentation plus scanned/emailed support materials may suffice for County review and approval. In all cases, Contractor should make documentation records available for DOH review upon request.

In no event will County reimburse Contractor for any payments exceeding the total amount stated in Paragraph 3 of this agreement.

All requests for reimbursement must be signed by an authorized representative of 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 activity or services described in Exhibit A. The County reserves the right to verify such completion prior to payment to Contractor.

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



## Exhibit C

### Contractor's Declaration Form

#### I. CONTRACTOR INFORMATION

|                  |   |        |              |
|------------------|---|--------|--------------|
| Contractor Name: | Shelter Network   | Phone: | 650-685-5880 |
| Contact Person:  | Michele Jackson   | Fax:   |              |
| Address:         | 1450 Chapin Avenue, 2 <sup>nd</sup> Floor, Burlingame, CA 94010 |        |              |

#### II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

#### III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

#### IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**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, will 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.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement.

**4. LOBBYING PROHIBITED**

Federal funds will 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 will not be used by Contractor to lobby or 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 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 will 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 will 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 will 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 will 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, as amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provides 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 will 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, will 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. RETENTION OF RECORDS**

Notwithstanding Section 13 A of the Agreement, the Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this Agreement.

## **9. CDBG PROGRAM INCOME**

If specifically authorized in this agreement, Contractor may keep CDBG program income. In all cases CDBG program income must be used for CDBG eligible activities. Program income is defined at 24 CFR 570.500 as gross income that is directly generated from the use of CDBG funds. Program income includes, but is not limited to: proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; proceeds from the disposition of equipment purchased with CDBG funds; gross income from the use or rental of real or personal property acquired with CDBG funds, less costs incidental to generation of the income; and gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of income. For activities funded with CDBG funds, Contractor shall comply with CDBG program income requirements at 24 CFR 570.503 and 504. Unless specifically designated otherwise by the County herein, any program income on hand when the agreement expires, or received after the agreement’s expiration, will be transferred to the County.

## **10. REVERSION OF ASSETS, INCLUDING REAL PROPERTY**

Upon expiration or completion of the performance period in agreements providing CDBG funds for real property, any real property under Contractor’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Contractor in the form of a loan) must either be: used to meet one of the national objectives in Section 570.208 until five (5) years after expiration of the agreement, or for such longer period as the County may determine to be appropriate; or not used to meet one of the national objectives, in which event the Contractor shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. The payment is program income to the County. After elapse of the aforementioned specified time, treatment of the CDBG-assisted asset is specifically designated in this

agreement through reconveyance of the deed of trust, as the case may be, and/or some other mutually agreed-upon asset disposition plan between County and Contractor.

**11. The applicable CFDA # for the entitlement programs funding provided in this agreement includes one or more of the following:**

- 1) Community Development Block Grant (CDBG): **14.218**
- 2) Emergency Shelter Grant (ESG): **14.231**
- 3) HOME Investment Partnership (HOME): **14.239**
- 4) Community Development Block Grant-Recovery (CDBG-R): **14.253**
- 5) Homeless Prevention and Rapid Re-housing Program (HPRP): **14.257**

## 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.

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Name of 504 Person - Type or Print

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Name of Contractor(s) - Type or Print

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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."