COUNTY OF SAN MATEO  
AGREEMENT WITH INDEPENDENT CONTRACTOR  

Contractor Name and Address ("Contractor"):  

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025-3469  

Agreement No. 79080-15-D016  

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:  

County Dept: Department of Housing  
Attention: Rosa Mendoza  
Address: 264 Harbor Blvd, Bldg A  
City, State, Zip: Belmont, CA 94002  

It is agreed between the County of San Mateo, California ("County"), and Contractor as follows:  

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo Department of Housing.  

2. Contract Term. The term of this Agreement shall be from February 1, 2015, to March 01, 2016, unless terminated earlier by the County.  

3. Payments. In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed Twenty Five Thousand Dollars ($25,000) for the term of this Agreement.  

4. Relationship of the 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 neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.  

5. Workers’ Compensation Insurance. Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.  

6. Other Insurance. The Parties shall each maintain public liability insurance or self-insurance generally at levels currently in effect to reach agency requirements, insuring against all liability of the Parties and their authorized representatives arising out of an in connection with this Agreement. All Parties shall have in effect during the entire life of this Agreement Worker’s Compensation providing full statutory coverage and Employers’ Liability Insurance of not less than one million dollars ($1,000,000).  

7. Hold Harmless. Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.  

8. Confidentiality. All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County’s operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor’s possession, is independently developed by
Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeiture of any right to compensation under this Agreement.

12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of 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; and/or 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 Section and/or set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstances. Contractor shall provide County with a copy of its response to the Complaint when filed.

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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 contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- [ ] Contractor complies with Chapter 2.84 by:
  - offering the same benefits to its employees with spouses and its employees with domestic partners.
  - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
14. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☑ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

15. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the County makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California, other regulatory agencies, and/or Federal grantor agencies.

16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate? ☐ Yes ☑ No If "Yes" is checked, then the following requirements apply and Attachment H must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.

17. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including, without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.

18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this 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 County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this 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 the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.

19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venue in the County of San Mateo.

20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars ($100,000.00), Contractor shall comply with Chapter 2.85 of the County's Ordinance Code.

21. **Electronic Signature.** If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

- For County: ☑ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.
- For Contractor: ☑ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.
1. **Exhibits to this Agreement:**
   A. Program/Project Description
   B. Payment
   C. §504 Compliance
   D. Additional Program Requirements

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

– Signatures Follow on Next Page –
For Contractor:

[Signature]

Contractor Signature

[Date] 2/5/15

For County:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below $1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

[Signature] Rosa Mendoza
CDBG Program Administrator
County of San Mateo

[Date] 3-6-2015

[Signature] William Lowell, Director
Department of Housing
County of San Mateo

[Date] 3-10-15

79210
Budget Unit

Distribution: 1 copy to each: Purchasing Agent/Dept. Head, Controller, and Contractor (Revised 7/26/13)
Exhibit A - Program/Project Description

1. **Description of Services to be Performed by Contractor:** In consideration of the payment set forth in Exhibit B, Contractor shall provide the following services:

   **Year 1 Use of Funds.** Funding provided in this Agreement is provided as a grant and will be used for eligible costs associated with carrying out the installation of the Belle Haven Youth Playground.

   **Belle Haven Youth Center Playground Replacement**
   The Belle Haven Youth Center is located in the Belle Haven Neighborhood as part of the Onetta Harris, Senior Center and Belle Haven Pool campus. The Belle Haven After School and Camp Menlo Programs operate at the Youth Center facility. The Belle Haven Youth Center Playground is outdated and will be redesigned to meet current playground and ADA standards.

   Grant to fund the following component of the playground project:
   Play surface material being used is Surface America Poured in Place – 3 1/2” thick
   Cost of play surface not including installation is $27,427.00. Installation cost is $9,780.00 for a total of $37,207.

If any work performed under this Agreement involves construction, rehabilitation, or any physical improvements work, Contractor agrees that such work shall be carried out in accordance with all applicable local and State laws and regulations.

**PROPOSED PROGRAM BUDGET FOR FY 2014-2016**

<table>
<thead>
<tr>
<th>Budget Line Item</th>
<th>San Mateo County</th>
<th>Other Funding</th>
<th>Program Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition, construction of playground including all materials.</td>
<td>$25,000</td>
<td>$144,595</td>
<td>$169,595</td>
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<tr>
<td>Perimeter fencing for the playground</td>
<td></td>
<td>$3,500</td>
<td>$3,500</td>
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<tr>
<td>Construction Management (12%)</td>
<td></td>
<td>$20,771</td>
<td>$20,771</td>
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<tr>
<td>Project Contingency (20%)</td>
<td></td>
<td>$34,619</td>
<td>$34,619</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$25,000</strong></td>
<td><strong>$203,485</strong></td>
<td><strong>$228,485</strong></td>
</tr>
</tbody>
</table>

**Year 1 Performance Measure(s):** This program will serves approximately:

50 children enrolled monthly in the After School Program (September-May) – 450 participants
70 children enrolled monthly in Camp Menlo (June-August) – 210 participants

Total Annual Participants – 660 participants

**Participation is based on monthly enrollment in the program over a year and which accounts for the number served. Actual attendance varies daily and monthly.**

2. **NEPA Environmental Review:** Prior to disbursement of funds under this agreement, a HUD-required environmental review (ER) under the National Environmental Protection Act (NEPA) will be undertaken by DOH on behalf of the County to determine environmental impact of the program or physical undertaking if the program involves repair and upgrades to property. Non-staff costs to prepare the ER will be deducted from the proceeds of
funding provided in this agreement. In no case will funds be disbursed to Contractor for the activity until the ER has been completed to the satisfaction of DOH and/or HUD.

3. **Monitoring.** Consistent with Section 15 herein, *Retention of Records*, during the contract term, County may undertake monitoring of Contractor's records and premises for program compliance in accordance with the County's Subrecipient Monitoring Manual. Contractor shall be given notice of any monitoring. Contractor shall maintain all required records for a period of five (5) years after the end of the contract term.

4. **Quarterly Performance Reporting.** During the contract term, Contractor shall submit a quarterly performance Report within 15 days after the end of each quarter. The report should be in the form of both a narrative description of activities performed and a statistical enumeration of beneficiaries. These reports are formatted in accordance with the type of services provided and may change from time to time to accommodate County reporting needs. Such reporting must be undertaken through the CDS on-line data management system.

5. **Project Completion Reporting.** No later than the end of each fiscal year, Contractor shall provide the following reports: Beneficiary Summary which summarizes the number of clients served by their ethnicity and income; and final program funding sources and uses, which show the total of all funds expended for the program. As with the quarterly performance reports, these reports are formatted in accordance with the type of services provided. Such reporting should be done through the CDS on-line data management system.

6. **Contract Number.** All correspondence, invoices, payments, and reports must include the County contract number.
Exhibit B - Payment

Amount and Method of Payment

Funding provided in this Agreement is to be used by County to reimburse Contractor for performing program service activities and program delivery costs enumerated in Exhibit A. None of the funding shall be used to support Contractor’s general administration costs. In consideration of the services described in Exhibit A and subject to the terms of the Agreement, County shall reimburse Contractor in accordance with the procedures below.

Contractor shall enter billing data into the City Data Services (CDS) web-based system for purposes of obtaining reimbursement under the Agreement. Upon receipt, review and approval of invoice, County will reimburse Contractor for actual costs incurred for services rendered/incurred, provided Contractor provides DOH with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A.

When using the CDS system for reimbursement, all back-up invoice documentation should be uploaded into the on-line system. DOH reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/ emailed support materials as a condition of County review and approval. In all cases, Contractor shall make documentation records available for DOH review upon request.

In no event shall County reimburse Contractor for any payments exceeding the total amount stated in Section 3 (Payments) of this Agreement. Contractor authorization for requests for reimbursement through CDS must be from an authorized representative of Contractor. By requesting authorization for payment reimbursement, Contractor certifies 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. County reserves the right to verify such completion prior to or after reimbursement/payment to Contractor.

Questionable Reimbursement Request: 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 - § 504 Compliance

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called "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 this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes and agrees 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.

<table>
<thead>
<tr>
<th>Name of 504 Person:</th>
<th>Cherise Brandell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contractor(s):</td>
<td>City of Menlo Park</td>
</tr>
<tr>
<td>Street Address or P.O. Box:</td>
<td>701 Laurel Street</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Menlo Park, CA 94025-3469</td>
</tr>
</tbody>
</table>

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

Signature: Cherise Brandell

Title of Authorized Official: COMMUNITY SERVICES DIRECTOR

Date: 2/5/15

*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."
1. RECORDS AND REPORTS §570.503 (b)(2)

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.

2. PROGRAM INCOME §570.503 (b)(3) – CDBG Program

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.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS §570.503 (b)(4)

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).


4. OTHER PROGRAM REQUIREMENTS §570.503 (b)(5)

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. §570.601 (a)(1)

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.) §570.601 (a)(2)

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. §570.602

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. §570.602

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.

G. Environmental Standards – NA. §570.604

H. 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. §570.605

I. 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. §570.606

J. 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. §570.607 (a)

J. Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38), 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 MSA 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 MSA as the project. For all construction and rehab projects receiving $100,000 or more of CDBG or HOME financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the MSA. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the MSA. 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 to Section 3 business concerns in excess of 25% of the dollar award of all subcontracts awarded. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements. §570.607 (b)

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. §570.608

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 www.sam.gov. §570.609

M. Uniform Administrative Requirements and Cost Principles – See Item 4 above. §570.610

N. 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. §570.611

O. Executive Order 12371 – NA §570.612
5. **BREACH OF AGREEMENT §570.503 (b)(6)**

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.

6. **AGREEMENT TERMINATION §570.503 (b)(6)**

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.

7. **REVERSION OF ASSETS §570.503 (b)(7) – CDBG Program**

The sub-recipient/contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of $25,000 is either:

A) Used to meet one of the national objectives in §570.208 until five years after expiration of the agreement, or longer for such longer period of time as determined to be appropriate by the recipient; or

B) Not used in accordance with 7A above, in which event the subrecipient shall pay to the recipient 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 improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in 7A above.)

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

1) Community Development Block Grant (CDBG): 14.218
2) Emergency Solutions Grant (ESG): 14.231
Contractor Name: City of Menlo Park  
Contractor Number: Click here to enter text.  

Date this Form Was Completed: 02/23/2015  

Name of Person Completing Form: Rosa Mendoza

1. Does the contractor carry $1,000,000 or more in comprehensive general liability insurance?  
   (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)  
   YES  NO*

2. Does the contractor travel by car to provide contract services?  
   YES  NO

   a) If yes, does the contractor carry $1,000,000 or more in motor vehicle liability insurance?  
      YES  NO*

3. Does the contractor have 2 or more employees?  
   YES  NO

   a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?  
      YES  NO*

4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?  
   YES  NO

   a) If yes, does the contractor carry professional liability insurance?  
      YES  NO*

5. Did you make any changes to the Hold Harmless clause in the contract template?  
   YES  NO

   a) If yes, did Risk Management and County Counsel approve changes to the contract template?  
      YES  NO*

6. Is San Mateo County named as the certificate holder / additional insured?  
   YES  NO*

If “No*” is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

**COMMENTS**

Section below is for Risk Management. Corporation send to Risk Management ONLY IF INSTRUCTED TO DO SO.

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Signature]  
Date: 3/5/2015

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*(Internal Form) Issued by County of San Mateo Contract Compliance Committee July 1, 2013*
Bay Cities Joint Powers Insurance Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
(916) 244-1170 ~ (916) 244-1199

Liability Certificate of Coverage

Certificate Number: 2014-147

Certificate Holder: CITY OF MENLO PARK

Attn: JOHN MCGIRR
701 LAUREL STREET
MENLO PARK, CA 94025

Covered Party: City of Menlo Park

Description of Covered Activity: As respects evidence of liability coverage.

Memo Policy Number: BCIPIA 2014-1GL

Limits: $1,000,000 (per occurrence)

Effective Date: 7/1/2014
Expiration Date: 7/1/2015

The Following Coverage is in effect:
General and automobile liability as defined in the memorandum of coverage on file with the covered party named above.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the memorandum of coverage.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the memorandum of coverage of the Bay Cities Joint Powers Insurance Authority, which is available for your review upon request.

Coverage is in effect as stated above and will not be canceled, limited, or allowed to expire except upon 30-days written notice to the certificate holder.

Date Issued: 6/27/2014
Renewal: Yes Excess Coverage Included: No

Risk Manager: [Signature]

[Signature]