



AGREEMENT BETWEEN

COUNTY OF SAN MATEO

DEPARTMENT OF HOUSING

AND

CITY OF MENLO PARK

TO ASSIST WITH

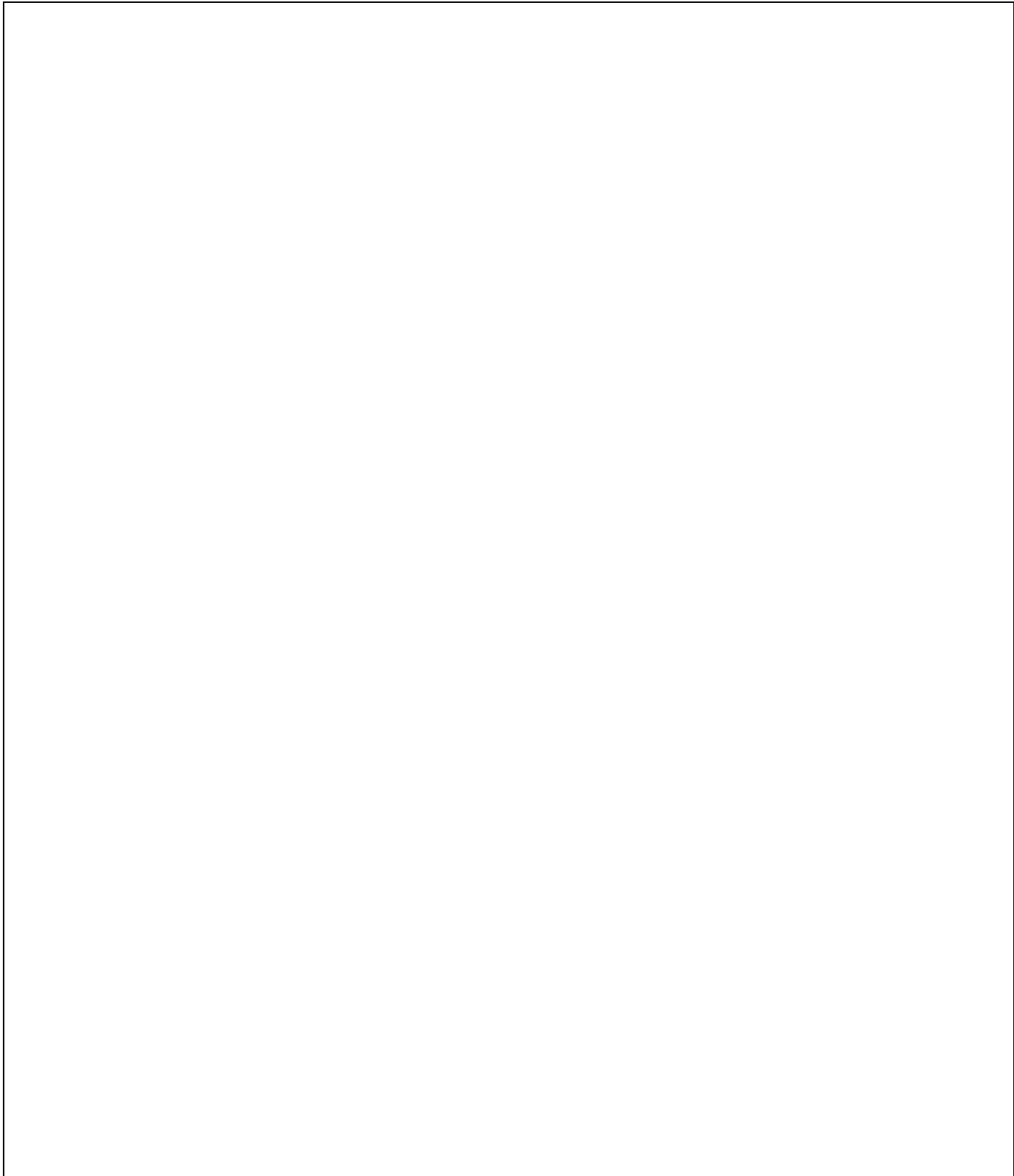
REPLACEMENT OF THE BELLE HAVEN CHILD DEVELOPMENT

CENTER'S SECURITY FENCING

FOR THE PERIOD

JULY 1, 2020 THROUGH JUNE 30, 2021

Contact Person: Nila Kim
Email: nhkim@smcgov.org
Phone: (650) 802-5002



**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO DEPARTMENT OF HOUSING
AND
CITY OF MENLO PARK**

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the COUNTY OF SAN MATEO DEPARTMENT OF HOUSING, a political subdivision of the State of California, hereinafter called "County", and CITY OF MENLO PARK, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, Contractor applied for funding under County's FY 2018-19 Notice of Funding Availability for Federal Community Development Block Grant (CDBG) funds to support the replacement of Belle Haven Child Development Center's security fencing, enclosing the outdoor play area; and

WHEREAS, while County defines a "contractor" as a legal entity with whom County has executed a legally binding agreement, notwithstanding that the U.S. Department of Housing and Urban Development ("HUD") which provides funding assistance in this Agreement, distinguishes between a "subrecipient" and a "contractor", imposing different requirements for contracts entered with each kind of entity; and

WHEREAS, HUD defines "contractor" as an entity that is selected through a procurement process to provide goods and services at a specified price and then paid for its satisfactory provision of certain good and services; and

WHEREAS, HUD defines a 'subrecipient' as either a nonprofit or public entity that is specifically designated by local government to receive pass-through funds from certain Federal programs, including CDBG, to undertake certain activities that meet HUD guidelines; and

WHEREAS, it is mutually understood the term, Contractor, is used to refer to the party in this Agreement other than County, a party is considered a subrecipient; and

WHEREAS, on April 24, 2018 the County Board of Supervisors approved the CDBG/ESG/HOME Action Plan for FY 2018-19, which included CDBG funding for the City of Menlo Park; and

WHEREAS, the Action Plan further allows two-year funding allocations for public service programs and grant-funded programs; and

WHEREAS, it is necessary and desirable that Contractor receive CDBG funding assistance to support the replacement of the Belle Haven Child Development Center's security fencing, enclosing the outdoor play area:

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

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by reference:

- Exhibit A – Program/Project Description
- Exhibit B – Disbursement and Rates
- Exhibit C – § 504 Compliance
- Exhibit D – Jury Service Declaration
- Exhibit E – CDBG Program Requirements

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 Project as described in Exhibit A.

3. Disbursements

Subject to Contractor's satisfactory performance of the terms and conditions set forth herein, including but not limited to Exhibit A, County shall disburse to Contractor in accordance with the rates and in the manner specified in Exhibit B. County reserves the right to withhold disbursements if County determines that Contractor's performance of applicable terms and conditions is unacceptable or documentation evidencing performance is unacceptable; provided County shall provide Contractor with 45 days' notice and opportunity to cure. In no event shall County's total fiscal obligation under this Agreement exceed **\$45,600 (City of Menlo Park)** for the term of this Agreement.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2020 through June 30, 2021** unless otherwise modified in Exhibit A.

County may terminate this Agreement for cause after giving Contractor written notice of any breach or default under this Agreement 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; provided however, if the breach or default is curable but not of the nature which can be readily cured within 30 days, and Contractor has commenced to cure such breach or default within the 30 day period and is diligently pursuing such cure to completion, Contractor shall have such additional period of time as is reasonably necessary to cure the breach or default. Following expiration of applicable notice and cure periods set forth above, County may pursue all rights and remedies available under this Agreement.

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

Notwithstanding any other provisions in this Agreement, 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 County learns of said unavailability of such 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 or joint venture of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or loan disbursement made pursuant to this Agreement brought for, or on account of, any of the following:

- A) Injuries to or death of any person, including Contractor or its employees/officers/agents;
- 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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent will give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy for reasons other than non-payment of premium, and 10 days' notice of cancellation of the policy for non-payment of premium.

- A) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability

insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code,

- i. 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
- ii. That it will comply with such provisions before commencing the performance of work under this Agreement.

B) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- i. Comprehensive General Liability \$1,000,000
- ii. Motor Vehicle Liability Insurance \$1,000,000
- iii. 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 shall also contain a provision that:

- A) The insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and
- B) If County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, 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 disbursement of funding pursuant to this Agreement until the breach is cured.

10. Compliance with Laws; Payments of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance

regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its sub-Contractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A) *General 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.
- B) *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C) *Section 504 of the Rehabilitation Act of 1973.* 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 Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.
- D) *Compliance with County's Equal Benefits Ordinance.* 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.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

- E) *Discrimination Against Individuals with Disabilities.* Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F) *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, the Department of Fair Employment and Housing, 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, the Department of Fair Employment and Housing, 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.
- G) *Violation of Non-discrimination provisions.* 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 the following:
- i) termination of this Agreement;
 - ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (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 to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement 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 Department of Fair Employment and Housing, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

For all agreements with a total contract amount exceeding \$100,000 inclusive of amendments, Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a Contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of

actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

- A) Contractor shall maintain all required records for five (5) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of 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 County.
- C) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. 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.

15. 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 15A and 15B 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.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 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 the Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

- A) Transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and
- B) Sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Contractor, to:
Raymond Hodges, Director Department of Housing County of San Mateo 262 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: 650-802-3389 Fax: 650-802-5049 Email: rhodges@smchousing.org	Sean Reinhart Director of Library and Community Services City of Menlo Park 800 Alma St Menlo Park, CA 94025 Telephone: 650-330-2510 Email: SSReinhart@menlopark.org

19. 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 notice pursuant to this Agreement.

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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

REST OF PAGE DELIBERATELY LEFT BLANK.

SIGNATURES ON FOLLOWING PAGE.


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

COUNTY OF SAN MATEO

DocuSigned by:
By: Raymond Hodges
1AA8E80BC31C423
Director, Department of Housing

Date: 3/8/2021

**CONTRACTOR:
City of Menlo Park**

DocuSigned by:
Sean Reinhart 
45C028B39674E0B5
Contractor's Signature (use blue ink only)

Print Name: Sean Reinhart

Print Title: Director of Library and Community Services

Date: 3/3/2021

Exhibit A Program/Project Description

1. Description of Services to be Performed by Contractor. Funding will be used to replace inadequate perimeter security fencing enclosing outdoor play areas at the Belle Haven Child Development Center (BHCDC) with new perimeter security fencing, locks, and gates; and repaint portions of the building exteriors.

The City of Menlo Park runs the BHCDC, a licensed, preschool childcare program serving low-income San Mateo County children between the ages of two to five years of age. The BHCDC serves up to 98 children and their families by providing year-round, full-day licensed preschool child care.

Scope of Work:

- Remove 110 linear feet of existing 4' tall perimeter fence
- Install 110 linear feet of new 6' tall black chain link perimeter fence
- Replace 7 single swing gates with 7 new security gates
- Install locks, exit alarms, and emergency egress push bar door handles on 7 gates
- Repaint portions of building exteriors

Work Scope	County CDBG
Fence removal and replacement	\$21,500
Gates, alarms, and hardware	\$12,200
Exterior paint	\$11,900
Total	\$45,600

Year 1 Performance Goals: This program will serve 98 persons.

2. Construction-Triggered Requirements. Construction work on the Project will comply with federal Section 504 requirements for persons with physical and sensory accessibility needs, and applicable Federal prevailing wage requirements under Davis-Bacon described herein, Section 3 local low-income hiring goals, in addition to all other applicable laws, ordinances, rules and regulations of Federal, State, County or municipal government or agencies now in force or that may be enacted hereafter that govern the construction. As applicable, Contractor will comply with Federal relocation requirements referenced in Exhibit E. County will review and approve Contractor's relocation plans prior to Contractor undertaking any relocation of Project occupants. Exhibit E describes the Federal requirements.
3. Use of Funds. Funds provided in this Agreement will be used for eligible costs associated with the Project. Contractor has provided County with a breakdown of costs to be reimbursed in this Agreement, also summarized in the table below. Both parties agree this breakdown is subject to refinement which County Department of Housing ("DOH" or "County") will review and approve. DOH and Contractor understand that the costs are estimates and subject to variability. Should there be a substantial change in the work scope activities and/or estimated costs (defined as 10 percent +/- variance in line item cost estimate), Contractor shall inform DOH in writing for County review and approval. In the event of uncertainty, DOH will make the determination of substantial change.

Prior to the first draw request, request for reimbursement and at either subsequent funding draw request or upon submission of the quarterly performance report described in this Exhibit A, but not less frequently than quarterly throughout the Performance Period as defined below in Paragraph 8 of this Exhibit A, Contractor shall provide DOH with an updated performance scheduling, including milestones, for use of funds, including tasks to be performed, and a timeline for completing tasks within the overall Project budget and Agreement term.

4. NEPA Environmental Review. (applies to Projects receiving CDBG and/or HOME funds) Prior to disbursement of funds under this Agreement, an environmental review (“ER”) under the National Environmental Protection Act (“NEPA”), which is required by HUD, will be undertaken by the Department of Housing (“DOH”) on behalf of 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 funding proceeds provided pursuant to this Agreement. **In no case shall funds be disbursed to Contractor until the ER has been completed to the satisfaction of DOH and/or HUD.**

5. Conditional Commitment of Funds. (applies to Projects receiving CDBG and/or HOME funds) Should the NEPA process not be completed prior to execution of this Agreement, notwithstanding any provision of this Agreement to the contrary, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that any such commitment of funds or site approval may occur only after satisfactory completion of environment review and receipt by the County of San Mateo of a release of funds from the U.S. Department of Housing and Urban Development (“HUD”), as the case may be. The parties further agree that the provision of any funds to the Project is conditioned on the County’s absolute right to proceed with, modify or cancel the Project based on the results of a subsequent environmental review, as necessary. Prior to the environmental clearance, Contractor shall not undertake any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Violation of this provision may result in the denial of any funds under this Agreement.

6. Property Standards. Construction of the Project must fully comply with all applicable local and State building codes and regulations.

7. Monitoring. Consistent with Paragraph 13 of this Agreement, *Retention of Records*, during the contract term, County may undertake monitoring of Contractor's records and premises for program compliance in accordance with County's Subrecipient Monitoring Manual. Contractor shall be given notice of any monitoring undertaken by County. Contractor shall maintain all required records for a period of five (5) years after the end of the contract term.

8. Quarterly Performance Reporting. During the contract term, Contractor shall submit a written quarterly performance report within 30 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 being provided and may change from time to time to accommodate County reporting needs. Such reporting must be prepared and submitted undertaken through the CDS on-line data management system.

9. Project Completion Reporting. No later than the end of each fiscal year of the contract term, Contractor shall provide the following reports: (1) a beneficiary summary, which summarizes the number of clients served by ethnicity and income; and (2) 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.

10. Contract Number. All correspondence, invoices, payments, and reports must include the County contract number.

Exhibit B- Disbursement and Rates

Amount and Method of Disbursement

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 Paragraph 3 "Disbursements" of this Agreement. Contractor's requests for reimbursement/payment submitted through CDS must be from an authorized representative of Contractor. By submitting request for reimbursement/payment, 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 exclusively for the activity or services described in Exhibit A. County reserves the right to verify such completion either prior to or after reimbursement/payment has been made to Contractor.

Questionable Reimbursement Request: In the event of a questionable payment request, County will state in writing the specific nature of its objections to Contractor's work. County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 calendar days of receipt of such objections. The parties shall meet to discuss such objections at the request of either party. 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 regulations, and all guidelines and interpretations issued pursuant thereto.

Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. 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 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).

Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. § 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Sean Reinhart

Name of Contractor(s): City of Menlo Park

Street Address or P.O. Box: 800 Alma St.

City, State, Zip Code: Menlo Park, CA 94025

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

Signature:

DocuSigned by:
Sean Reinhart
45C048B9664E4B5...



Title of Authorized Official:

Director of Library and Community Services

Date: 3/3/2021

*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."

Exhibit D
Jury Service Declaration Form

I. CONTRACTOR INFORMATION


Contractor Name:	City of Menlo Park	Phone:	510-432-8245
Contact Person:	Sean Reinhart	Fax:	
Address:	800 Alma St, Menlo Park CA 94025		

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 Agreement 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.

DocuSigned by:


 Signature
 3/3/2021

 Date

Sean Reinhart

 Name
Director of Library and Community Services

 Title

Exhibit E
CDBG Program Requirements (24 CFR part 570 §570.503)

I. STATEMENT OF WORK §570.503 (b)(1)

See Exhibit A.

II. RECORDS AND REPORTS §570.503 (b)(2)

Notwithstanding Paragraph 13 A) “Retention of Records, Right to Monitor and Audit” of the Agreement, 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.

III. PROGRAM INCOME §570.503 (b)(3)

If specifically authorized in this Agreement, Contractor may retain 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 §§570.503-504**. Unless specifically designated otherwise by County herein, any program income on hand at the Agreement’s expiration, or received after the Agreement's expiration, will be transferred to County.

IV. 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)**.
- 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)**.

V. 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 four or more units served by one or more elevators, or ground floor dwellings units with four 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.

- E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor. **§570.603**
- F. Contract Work Hours and Safety Standards Act, which must be included in all construction contracts that exceed \$2,000 and in all other contracts involving the employment of mechanics or laborers that exceed \$2,500. The provision requires compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330) as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Contract Work Hours and Safety Standards Act requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **§570.603**
- 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)**
- K. 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 Metropolitan Statistical Area

(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 percent 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 percent of the dollar award of all subcontracts awarded. Contractor must maintain appropriate documentation of its efforts to comply with Section 3 requirements. **§570.607 (b)**

- L. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. **§570.608**
- M. 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**
- N. Uniform Administrative Requirements and Cost Principles – See Section IV: Uniform Administrative Requirements above - **§570.610** .
- O. Conflict of Interest - No members, officers, or employees or agents of County, no member of the County 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**

P. Executive Order 12371 – NA **§570.612**

VI. 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.

VII. 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.

VIII. REVERSION OF ASSETS §570.503 (b)(7)

The sub-recipient 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 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) 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. If funds are not used to meet one of the national objectives as outlined above, Contractor 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 8A above)

IX. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CDFA) NUMBER:

The CFDA # for the entitlement programs to which this applies are as follows: Community Development Block Grant (CDBG): 14.218.