

**CITY OF SAN MATEO
AGREEMENT TO PROVIDE FUNDS
FOR COMMUNITY PURPOSES
PERMANENT LOCAL HOUSING ALLOCATION FUND**

THIS AGREEMENT is made and entered into on this ___ day of _____ 2021, by and between the CITY OF SAN MATEO, hereinafter referred to as City, and Bay Meadows Affordable Associates, LLC, a California limited liability company hereinafter referred to as Organization.

The City wishes to provide support for certain community purposes that provide a benefit to low-income San Mateo City residents.

To achieve common goals in the community, the City and the Organization agree as follows:

1. **ORGANIZATION:** The Organization is an independent contractor, organized in accordance with the laws of California, willing to and capable of performing such community services.
2. **SERVICES:** Organization shall provide, or contract to provide, the services, and/or the improvements described in Attachment "A", the Organization Funding Proposal. Any and all costs incurred by the Organization identified in the Services Budget contained in Attachment "A" shall constitute allowed costs and shall not be subject to the terms of Section 5.E below.
3. **FUNDING:** The source of City funds Permanent Local Housing Allocation Fund. Funding shall be used for lawful purposes. The City reserves the right to cancel, lower or rescind the amount of funding provided in this agreement if state funds are less than expected or other Congressional rescissions or restrictions to the program occur. There shall be no liability to Organization as a result of the lowering or canceling of the funding under this agreement.

Funding by City to Organization shall be made in four equal (4) quarterly payments for four years which shall in no event exceed **\$245,704**. In the manner prescribed by the City, The funding amount for Year One shall not exceed **\$58,730**. Organization shall provide an invoice for each request for payment that shall specify how the funds requested for reimbursement of costs for contracted services have been spent. City agrees and acknowledges that the Organization shall use the funds for services provided to residents of the affordable housing development owned and operated by the Bay Meadows Affordable Associates, LP, of which the Organization is the general partner. All quarterly payments shall be made within thirty (30) days of the Organization's submission of the funding request required under this Section 3. Reimbursements by City to Organization shall commence following receipt by City of Permanent Local Housing Allocation Funds from the State of California, anticipated in March of 2021. Organization shall maintain receipts related to each reimbursable expense for five (5) years.

4. **AGREEMENT TERM:** This agreement shall commence on _____, 2021 and shall terminate on _____, 2025 and may be renewed for one additional year upon a fully executed amendment.
5. **FISCAL AND OTHER RESPONSIBILITIES OF ORGANIZATION:** Organization shall:

- A. Comply with State Regulations, particularly the provisions of “Permanent Local Housing Allocation Final Guidelines” dated October 2019.
- B. Establish and maintain a written system of accounts for budgeted funds that shall be in conformance with generally accepted principles of accounting. Such system of accounts shall be subject to review, approval and inspection by City.
- C. Document all costs by maintaining complete and accurate records of all financial transactions, including, but not limited to, contracts, invoices, time cards, cash and charge receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all transactions.
- D. Independent Audits: Organizations must perform an independent fiscal audit once a year, in conformance with the generally accepted standard accounting principles. Such audits must identify the total funds received and disbursed as well as funds granted and expended. The costs for such audits shall be at Organization's expense, unless otherwise provided for in this Agreement. The Organization Board of Directors must provide copies of the completed audits to the City within thirty (30) days of their completion and acceptance by the Organization Board of Directors.
- E. Disallowed Costs: Disallowed costs are costs not allowed and approved by the City. Organization is liable for repayment of disallowed costs. Disallowed costs may be identified through Quarterly Reports, audits, examination of invoices, monitoring or other sources. Organization shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. Notwithstanding anything to the contrary herein, any and all costs identified in Attachment “A” shall constitute allowed costs and shall not be subject to the terms of this Section 5.E.
- F. For public works projects, comply with San Mateo Municipal Code Chapter 3.61 and state prevailing wage laws, including contractor registration with the Department of Industrial Relations.
- G. Comply with the City’s minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

6. RECORDS, REPORTS AND AUDITS OF ORGANIZATION:

- A. Establishment and Maintenance of Records: Organization shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly (1) all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and (2) all other matters covered by this Agreement.
- B. Preservation of Records: Organization shall reserve and make available 10 written notice its records:

- 1) Until the expiration of five (5) years from the date of the submission of the annual financial status report.
- 2) For such longer period, if any, as is required by applicable law; or
- 3) If this Contract is completely or partially terminated the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- 4) In order to verify the information provided, City shall have the right to inspect the books and records of Organization and its agent or bookkeeper upon reasonable notice.

C. Program Report: Organization shall provide Program Reports to the City of San Mateo detailing progress made toward the provision of services as described in Attachment "A". Reports are due by the 15th of the month following the end of each quarter. Organization shall include an Annual Report, in addition to the final quarterly report, which summarizes the achievement of stated outcomes for the program year.

7. **SUSPENSION AND TERMINATION**: If Organization materially fails to comply with any term of an award, whether stated in a State statute or regulation, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance
- C. Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- D. Withhold further awards for the program,
- E. Take other remedies that may be legally available.

8. **INTEREST OF PUBLIC OFFICIALS**: No members, officers, employees or agents of the City, shall have any interest, direct or indirect, in this agreement or a related subcontract.

9. **REVERSION OF ASSETS**: If the Organization is dissolved or ceases to exist, any grant funds on hand at the time of its dissolution shall be accounted for per Section 5.B and immediately returned to the City.

10. **ASSIGNABILITY**: Other than as approved by the City, Organization shall not assign this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City. Notwithstanding anything to the contrary, the Organization may contract directly or indirectly for the provisions of services, as described in Attachment "A", for residents of the

affordable housing development owned and operated by the Bay Meadows Affordable Associates, LP, of which the Organization is the general partner.

11. **MEDIATION:** Should any dispute arise out of this Agreement; any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

12. **HOLD HARMLESS:** Organization agrees to hold harmless, defend, and indemnify the City, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of Organization's performance or nonperformance of this Agreement.

13. **INSURANCE:** Organization shall procure and maintain for the duration of the contract the insurance as specified below:

A. Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Organization has no owned autoes, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 2) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Organization maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) Additional Insured Status: **The City, its elected and appointed officials, employees, and agents are to be covered as additional insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Organization; and on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Organization including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Organization's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 2) Primary Coverage: For any claims related to this contract, the Organization's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Organization's insurance and shall not contribute with it.
- 3) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.
- 4) Waiver of Subrogation: Organization hereby grants to City a waiver of any right to subrogation which any insurer of said Organization may acquire against the City by virtue of the payment of any loss under such insurance. Organization agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Organization to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- 7) Verification of Coverage: Organization shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Organization's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

14. NONDISCRIMINATION:

- A. General: No person shall, on the grounds of race, color, national origin, religious affiliation or non-affiliation, marital status, medical condition, sex, age, disability status, sexual orientation or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination or harassment under this agreement.

B. Employment: Organization shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this agreement. Organization's personnel policies shall be made available to City upon request.

15. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of California. In the event of litigation, venue will be in the County of San Mateo.

16. **PROJECT REPRESENTATION:** The City and Organization hereby designate the following agents to act as project representatives and receive all notices in the execution of this agreement.

CITY: Nicky Vu
Housing Specialist
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

ORGANIZATION: Smitha Seshadri
Vice President
Bay Meadows Affordable Associates, LLC
c/o BRIDGE Housing Corporation
600 California Street, Suite 900

San Francisco, CA 94108-2706

This agreement has been duly executed by the following parties:

ORGANIZATION:

Bay Meadows Affordable Associates, LLC
a California limited liability company

CITY OF SAN MATEO
a municipal corporation

By: Winfield Hill, Inc., a California
nonprofit public benefit corporation, its
sole and managing member

By: _____
Smitha Seshadri, Vice President

By: _____

Date: _____

Date: _____

EXHIBIT A – PROJECT SCOPE

1. **PROJECT SUMMARY:** Tenant services will be provided to Montara residents by Abode Services, a low-income and homeless services provider with over 30 years of experience serving people in Alameda, Santa Clara, San Francisco, Santa Cruz, San Mateo, and Napa counties. A full-time services coordinator and part-time services supervisor will provide residents with service coordination and enrichment programs, including case management, budgeting, advocacy with property management, referrals to resources that include food, counseling services, employment and training opportunities, child care services, rental assistance and more. Services will be provided to all 67 low-income households within the property.

2. **PRIMARY GOALS AND OUTCOMES:**
 - A. Goals:
 - 1) Provide wrap-around services to Montara residents to ensure they have access to housing stability, social, education, economic, and health resources.

 - B. Major Activities:
 - 1) Services coordination
 - 2) Enrichment programming for adults and children
 - 3) Case management
 - 4) Referrals to outside programs and resources

 - C. Outcomes:
 - 1) Housing stability and housing retention
 - 2) Resident referrals to outside resources and programs
 - 3) Community building and enrichment programs

3. **TIMELINE:** Our agency will utilize expenditures from 03/15/2021 – 03/15/2025 for the program. Below is the timeline of operations:
 - A. Daily Hours: 8:00 AM – 4:00 PM

 - B. Weekly Schedule: Monday – Friday

4. PROPOSED BUDGET:

A. YEAR ONE

| Budget Line Item | San Mateo | Other Funding | Total Program |
|---------------------------------------|------------------|----------------------|----------------------|
| Labor | | | |
| Resident Services Coordinators | \$ 55,000 | \$ - | \$ 55,000 |
| Supervision of Clinical/Service Staff | \$ 3,730 | \$ 11,270 | \$ 15,000 |
| Fringe Benefits (26%) | \$ - | \$ 18,200 | \$ 18,200 |
| Operational Costs | | | |
| Office Supplies | \$ - | \$ 1,200 | \$ 1,200 |
| Mileage | \$ - | \$ 600 | \$ 600 |
| Program Supplies | \$ - | \$ 1,800 | \$ 1,800 |
| Staff Training | \$ - | \$ 591 | \$ 591 |
| Social Services Management fee | \$ - | \$ 13,859 | \$ 13,859 |
| Total | \$ 58,730 | \$ 47,520 | \$ 106,250 |

B. FOUR YEARS

| Year | 1 | 2 | 3 | 4 | TOTAL |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Closing Services Budget | \$106,250 | \$109,438 | \$112,721 | \$116,102 | \$444,510 |
| Abode Services Contract | \$47,520 | \$48,946 | \$50,414 | \$51,926 | \$198,806 |
| Gap | \$58,730 | \$60,492 | \$62,307 | \$64,176 | \$245,704 |