

**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 _____ 2022, by and between the CITY OF SAN MATEO, hereinafter referred to as City, and HUMAN INVESTMENT PROJECT (HIP HOUSING), 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 the services and/or the improvements described in Attachment "A", the Organization Funding Proposal.
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.

In the manner prescribed by the City, the funding amount for this agreement shall not exceed **\$105,000**. 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. All quarterly payments shall be made within thirty (30) days of the Organization's submission of the funding request required under this Section 3. Organization shall maintain receipts related to each reimbursable expense for five (5) years.

4. **AGREEMENT TERM:** This agreement shall commence on July 1, 2022 and shall terminate on June 30, 2023 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 programs to facilitate home sharing and to preserve affordable housing units.
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 autos, 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: Kate Comfort Harr
Executive Director
Human Investment Project (HIP Housing)
800 S. Claremont #210
San Mateo, CA 94402-4022

This agreement has been duly executed by the following parties:

ORGANIZATION:

CITY OF SAN MATEO
a municipal corporation

Human Investment Project (HIP Housing)

By: _____

By:

Drew Corbett, City Manager

Date: _____

Date: _____

Approved as to Form:

Mazarin Vakharia

EXHIBIT A – PROJECT SCOPE

1. **PROJECT SUMMARY:** The scope of work funded by the contract covers two PLHA eligible activity categories. In the first activity, funds will be used to administer HIP Housing's Home Sharing Program which interviews and screens clients for housing, provides a housemate, alternative housing, and community resources to clients with the potential of matching persons in affordable home sharing arrangements. HIP Housing will match 14 San Mateo residents in Home sharing. A minimum of 40 current home sharing matches in San Mateo will be maintained. In the second activity, HIP Housing will use PLHA funds to preserve 147 low-income units by offsetting operations costs that will support housing services through their Home Sharing, Self-Sufficiency, and Information and Referral Programs.

2. **PRIMARY GOALS AND OUTCOMES:**

- A. Goals:

- 1) Increase the number of affordable housing opportunities for poverty- moderate income level residents of the City of San Mateo.
 - 2) Prevent homelessness for City of San Mateo residents by providing referrals, supportive services, and preserving affordable housing.
 - 3) Increase the number of City of San Mateo residents educated about the Home Sharing Program, increasing awareness of the benefits of the program and increasing the number of clients who apply to the program.
 - 4) Decrease housing costs for City of San Mateo residents.
 - 5) Serve 5-7 households representing 7 adults and 10 children through the Self Sufficiency program.

- B. Objectives:

- 1) Interview, screen and place residents who have housing with those seeking a place to live, reducing costs for both parties and increasing stability in their housing.
 - 2) Provide housing opportunities for homeless persons, those at-risk of homelessness, persons transitioning from shelters and other vulnerable populations, such as emancipated Foster Youth, domestic violence clients and persons with disabilities.
 - 3) Increase the number of clients applying to home sharing through outreach efforts so more residents will find affordable housing through home sharing.
 - 4) Reduce housing costs for those placed in housing to 30% of less of their income.

- C. Major Activities:

- 1) Provide information about home sharing; interview and screen applicants; complete application; provide housing and community referrals; match clients in shared housing; facilitate Living Together Agreements; conduct mediation and follow-up support to matched clients.
 - 2) Collaborate with service providers such as Life Moves, CID, Core Service Agencies, County Mental Health, Safe Harbor, Peninsula Family Services and other agencies to coordinate housing resources for clients.
 - 3) Distribute home sharing outreach materials throughout community; conduct monthly presentations; attend networking meetings with service providers; send monthly email on available HIP Housing rooms to community; conduct in-service trainings.

- 4) During home sharing interview, collect data on income and housing costs of clients. Once matched in home sharing, compile statistics on percentage of income spent on housing.

D. Indicators:

- 1) Goal number one:
 - i. Number of residents calling for information and resources.
 - ii. Number of households interviewed for program and with application completed.
 - iii. Number of people placed in shared housing with Living Together agreement completed.
 - iv. Matched clients are contacted quarterly for follow-up.
- 2) Goal number two:
 - i. Track demographics of clients, including information on income and housing status.
 - ii. Document where client was referred from and is being referred to.
 - iii. Track number of home visits made to persons with disabilities and seniors.
- 3) Goal number three:
 - i. Track type of outreach completed in City of San Mateo and County-wide.
 - ii. Track number of presentations made.
 - iii. Track how residents learned about Home sharing program.
 - iv. Track number of meetings attended and other outreach activities.
- 4) Goal number four:
 - i. Affordability of housing measured by percent of income spent on housing.
 - ii. Track information in database of clients housing costs prior to home sharing and during home sharing.

E. Outcomes:

- 1) Serve 80-100 San Mateo Households and place 14 San Mateo residents including Home Providers and Home Seekers.
- 2) Homelessness is prevented for 36 City of San Mateo residents by matching them in shared housing.
- 3) 3500 outreach materials will be distributed; 30 presentations will be conducted; monthly emails will be sent; 30 networking meetings will be attended; 33-40 residents will apply for home sharing services through outreach efforts.
- 4) Maintain housing costs of those matched in home sharing to 30% of less of their income.

- 3. TIMELINE:** The agency will provide expenditures from July 1, 2022 – June 30, 2023. Below is the timeline:

- A.** Interviewing, screening, and processing client applications: 8-10 Monthly
- B.** Providing housemate referrals and connection to community & other housing resources: Weekly contact with clients to provide resources.
- C.** Matching clients in home sharing arrangements: 1-2 Monthly

- D. Provide Bilingual Services to clients including English; Spanish; Cantonese; German; and Tagalog: Ongoing.
- E. Check ins with homebound older adults and persons with disabilities: 1-2 per month
- F. Maintain regular business office hours (Monday-Friday) at 800 S. Claremont #210, San Mateo.
- G. Sign Language Interpretation facilitated through Partners in Communication: As Needed.
- H. Facilitation of Living Together Agreements: 1-2 monthly
- I. Follow up support with home sharing matched clients including mediation as needed: Quarterly with matches involving seniors; ongoing contact with other matches as needed.
- J. Community outreach to raise awareness
- K. Preservation of affordable units: ongoing

4. **INCOME VERIFICATION:** The program shall serve and benefit low income San Mateo residents. HIP Housing shall obtain and then verify income data through personal interviews with each potential client. HIP Housing's Income and Demographic Verification form will show income and demographic information for all members of the household and include signatures of all adult household members. Supporting documentation for the determination of income status for Home Seekers will include:
- A. One month's worth of recent paycheck stubs
 - B. Other forms of income documentation in the event that paycheck stubs are unavailable:
 - a. Pension or benefit program statement (if applicable)
 - b. Social security award letter (if applicable)
 - c. Bank Statements
 - C. Self-certification of income will only be used in extraordinary circumstances and will not serve as the default method of income verification. If a client self-certifies their income, they must complete the section of the income statement providing an explanation for why they are unable to provide primary source documentation of income.

Client signatures on the certification forms must be available on file for review at all times.

EXHIBIT B - FY 2022-2023 AGREEMENT BUDGET**Agency:** Human Investment Project (HIP Housing)**Activity: Home Sharing Program**

Budget Line Item	San Mateo	Other Funding	Total Program
Labor			
<i>Program Coordinators</i>	15,000.00	495,601.94	510,601.94
<i>Supervisory Staff</i>	-	147,066.00	147,066.00
<i>Fringe Benefits</i>	-	123,991.81	123,991.81
Operational Costs			
<i>Office Supplies</i>	-	5,574.00	5,574.00
<i>Mileage</i>	-	-	-
<i>Program Supplies</i>	1,000.00	54,700.00	55,700.00
<i>Staff Training</i>	1,500.00	4,970.00	6,470.00
<i>Other Operational Expenses</i>	7,500.00	144,716.04	152,216.04
Total	25,000.00	976,619.79	1,001,619.79

**Activity: Affordable Housing
Preservation (Applied to all
programs- Home Sharing & Self
Sufficiency Program)**

Budget Line Item	San Mateo	Other Funding	Total Program
Labor			
<i>Program Coordinators</i>	35,000.00	821,274.32	856,274.32
<i>Supervisory Staff</i>	15,000.00	225,638.16	240,638.16
<i>Fringe Benefits</i>	7,500.00	171,766.67	179,266.67
Operational Costs			
<i>Office Supplies</i>	1,000.00	7,361.00	8,361.00
<i>Mileage</i>	-	-	0.00
<i>Program Supplies</i>	-	66,656.50	66,656.50
<i>Staff Training</i>	1,500.00	12,100.00	13,600.00
Other			
<i>Operations/Maintenance</i>	20,000.00	460,283.57	480,283.57
Total	80,000.00	1,765,080.22	1,845,080.22