

**COUNTY OF SAN MATEO  
HUMAN SERVICES AGENCY  
OFFICE OF HOUSING**

**Date:** May 14 2001  
**Hearing Date:** May 1, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen Borland, Director, Human Services Agency  
Steve Cervantes Director, Office of Housing



**RE: RESOLUTION AUTHORIZING EXECUTION OF LOAN AGREEMENT WITH  
PROJECT 90, INC. TO ASSIST IN THE PURCHASE OF REAL PROPERTY  
IN DALY CITY**

**RECOMMENDATION**

Adopt a Resolution authorizing execution of loan agreement with Project 90, Inc. to assist in the purchase of real property in Daly City

**Background**

On September 12 2000 the Board of Supervisors approved a Non-Profit Agency Office Purchase Loan Program to assist qualified non-profit agencies to purchase properties in which to locate their administrative offices and service delivery functions.

The subject agreement provides a loan in the amount of \$450,000 to acquire a building on Mission street in Daly City for use as a Residential Treatment Center for adult males. The property has been operated as a mortuary and will require approximately \$500 000 in renovations to make it suitable for the proposed use The facility will serve approximately 30 individuals.

**Discussion**

This property will provide a needed expansion of Project 90 s facilities to meet the growing need for these services. While the County loan does not provide any significant immediate savings over the cost to lease the premises it provides an opportunity to lock in those costs against future rent inflation.

The County funds represent 25% of the purchase price. The funds will be provided in the form of a 30-year amortizing loan with interest pegged at one-half of the annualized net earnings of the County investment pool holding general fund reserves. For the quarter

ending December 31, 2000 the annualized net earnings rate was 5.85% one half of which is 2.925%. County funds will leverage \$500,000 provided by Project 90 and a conventional mortgage lender to cover the balance of the purchase price plus closing costs and minor renovations.

The resolution and agreement have been approved as to form by the County Counsel's Office. Insurance coverage has been approved by Risk Management

#### Fiscal Impact

The total County obligation under this Agreement is \$450,000, to be funded from County General Fund Contingencies/Reserves set aside specifically for this purpose based on the Non-Profit Agency Office Purchase Loan Program approved by the Board on September 12 2000.

[Jack D. Marquis HCD Specialist III, Ext 5035]

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**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF LOAN  
AGREEMENT WITH PROJECT 90, INC. TO ASSIST  
IN THE PURCHASE OF REAL PROPERTY**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that  
**WHEREAS**, office and service delivery space rents in San Mateo County have substantially  
escalated in recent years, and

**WHEREAS**, Project 90, Inc is a nonprofit agency providing residential and outpatient substance  
abuse treatment services, and

**WHEREAS**, Project 90, Inc desires to acquire permanent administrative and/or service delivery  
space that protects them from rapidly rising rent, and

**WHEREAS**, Project 90, Inc desires to purchase a building at 6134 Mission Street, Daly City and  
needs \$450,000 in financial assistance from the County to purchase said real property, and

**WHEREAS**, the County has approved a Real Property Loan Policy for Non-Profit Agencies, and

**WHEREAS**, Project 90, Inc has agreed to comply with said Loan Policy, and

**WHEREAS**, the County desires to assist Project 90, Inc with its purchase by providing a loan in  
the amount of \$450,000, and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and  
acceptance, an agreement between the County of San Mateo and Project 90, Inc , reference to which is  
hereby made for further particulars, and the Board of Supervisors has examined and approved the same as  
to form and content and desires to enter into the same,

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED**, that the President  
of this Board of Supervisors be, and the President is hereby authorized and directed to execute said  
agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the  
President's signature thereto.

\* \* \* \* \*

**AGREEMENT BETWEEN COUNTY OF SAN MATEO  
AND  
PROJECT 90, INC.  
TO ASSIST IN FINANCING THE  
PURCHASE OF REAL PROPERTY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, (' County '), and **PROJECT 90, INC.**, a California non-profits , ("Borrower ")

**WITNESSETH**

**WHEREAS**, office rents in San Mateo County have substantially escalated in recent years, and

**WHEREAS**, Project 90, Inc is a nonprofit agency providing residential and outpatient substance abuse treatment services, and

**WHEREAS**, Project 90, Inc desires to acquire permanent administrative and/or service delivery space that protects them from rapidly rising rent, and

**WHEREAS**, Project 90, Inc. desires to purchase a building at 6134 Mission Street, Daly City, to be used as an Alcohol and Drug Residential Treatment Center, and

**WHEREAS**, it is estimated that annual real property costs in connection with acquisition of said property, including mortgage, utility, insurance and other occupancy costs can be significantly reduced with the assistance of a low cost loan from the County, and

**WHEREAS**, the County desires to assist Project 90, Inc with its purchase by providing a loan in the amount of \$450,000;

**NOW, THEREFORE**, in consideration of the terms, covenants and agreements herein set forth, the parties do hereby agree as follows:

**1. PROPERTY**

Funds provided under this Agreement shall be applied toward the acquisition of real property located at 6134 Mission Street, Daly City, California, also identified as Assessor's Parcel Numbers 004-021-090 and 004-021-110, and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property") Said Property consists of a 13,000 sq ft building with a 4,000 sq. ft. parking lot

**2. FUNDING**

The funding provided under this Agreement is provided to Borrower as a fully amortizing loan with repayment terms and security described below

- a Purchase price of the Property is established at \$1,300,000 with estimated renovation costs of \$500,000

- c. Prior to any disbursement of funds through escrow Borrower shall execute and deliver a note ("Promissory Note") and Deed of Trust in favor of the County in an amount equal to \$157,500 to secure the performance of all terms and conditions of this Agreement and the Promissory Note. The Deed of Trust shall be secured by the subject Property described in Exhibit A and be recorded in the County of San Mateo Recorder's Office. The term of the Promissory Note and Deed of Trust shall begin from the date of the close of escrow and extend for Thirty (30) Years beginning from the date of recordation of the Deed of Trust unless accelerated under the terms of this Agreement or the Promissory Note. The Promissory Note and Deed of Trust shall be executed prior to any disbursement of funds under this Agreement.
- d. Funding provided under this Agreement shall be used for real property acquisition, closing, rehabilitation and other County approved costs associated with the acquisition of property described in Exhibit A. None of the funds under this Agreement shall be used for salary, fringe benefits or other compensation of employees of Borrower and/or its affiliates, or for any other purposes whatsoever.
- e. County shall deposit the loan funds for property acquisition directly into escrow together with enabling escrow instructions. Escrow shall be held by a mutually agreed escrow holder. Borrower shall request in writing the amount necessary for County to deposit into escrow. The County Deed of Trust to be recorded in the most senior position possible.
- f. In no event shall the financing provided under this Agreement exceed fifty percent (50%) of the total financing for acquisition of the property.

### **3. USE AND USE RESTRICTIONS**

- a. Borrower shall occupy the premises and utilize it for an Adolescent Group Home for teenage male substance abusers.
- b. Borrower shall, at all times during the term of the loan, comply with all terms and conditions of the County's Real Property Loan Policy for Non-Profit Agencies, adopted by the Board of Supervisors on September 12, 2000, which terms and conditions are hereby incorporated herein by reference. Any failure to comply with such terms and conditions, after notice and an opportunity to cure, shall be grounds to declare a default and accelerate the Promissory Note in accordance with Section 7 of this Agreement.
- c. At least 85% of the space of Property shall be used for the above purposes by Borrower and other qualified non-profits agencies providing health and human services in San Mateo County. Leases for occupants other than non-profits agencies shall require the prior written approval of the County. Leases for qualified non-profit agencies in good standing shall require prior written approval by the County's Director, Human Services Agency, which approval shall not be unreasonably withheld. Rent for nonprofit tenants whose use is consistent with the County's Real Property Loan Policy for Non-Profit Agencies shall be at reasonable rates, which balance market rents with the value of the services provided by the nonprofit. Rent for other non-profits agencies or other tenants shall be at fair market rent. Rental rates for all tenants shall require the approval of the Director, Human Services Agency.

### **4. REPAYMENT**

Except as otherwise agreed in writing between Borrower and the County, the principal amount under the Promissory Note shall bear an interest rate of fifty (50) percent of the annualized net earnings on the County Treasurer's pooled investments for the most recent fiscal year quarter ending at the time of loan approval. For the quarter ending December 31, 2000, the annualized net earning on above-referenced County pooled investments was 5.85%, one-half of which is

2.925%. Loan approval shall be evidenced by execution of this Agreement by the County. The interest rate will be adjusted annually to be based on 50% of the average return on the same County Treasurer's pooled investments for the prior year, as determined by the County Treasurer

Repayments shall be made monthly and fully amortized over the remainder of the initial 360 month payment period. The first payment shall be due 30 days after recordation of Deed of Trust. Based on an interest rate of 2.925%, each payment shall be \$649.25. Payment shall be first applied to interest owed and any accrued interest before principal reduction. If there are any amounts owned upon maturity, these amounts shall be paid in full on the date

Should Borrower require a deferral period prior to start of first payment, Borrower and the Director, Human Services Agency shall agree to this arrangement in writing, but in no event shall the deferral period exceed six months after recordation of Deed of Trust. Interest shall accrue and the term of the Promissory Note shall be extended commensurate with the deferral period.

The Borrower shall also be responsible to pay the costs associated with the County's use of a collection service company. Said fee is currently \$6 50 per month

**5. PREPAYMENT**

Prepayments may be made at any time without penalty.

**6. DUE ON SALE, REFINANCE OR TRANSFER OF TITLE**

Borrower shall not sell or refinance the Property or assign its rights under this Agreement without obtaining the prior written approval of the County. In the event of a sale or transfer of the subject Property or any interest therein by Borrower the entire principal balance of the Promissory Note, including any accumulated interest, shall be due and payable. With the prior written consent of the County, the Promissory Note may be assumed or transferred if the purchaser's (new owner) use of the Property remains consistent with the County's Real Property Loan Policy for Non-Profit Agencies and the new owner agrees to execute a new loan agreement together with executing a new Promissory Note and Deed of Trust.

**7. ACCELERATION OF PROMISSORY NOTE**

In the event Borrower breaches any of the terms and conditions of this Agreement, the County after giving Borrower notice of any such breach or default and 30 days to cure said breach or default, may declare the Borrower to be in default of the terms and conditions of the Promissory Note, and the County may demand immediate and full payment of the principal amount of the Promissory Note, and/or may initiate foreclosure proceedings under the Deed of Trust.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall 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 Borrower of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

**8. TITLE POLICY**

Borrower shall secure at the close of escrow the issuance of a CLTA policy of title insurance in the amount not less than the purchase price of the Property, clear of any title defects which would prevent providing the public services as provided in this Agreement. Borrower shall pay all recording fees, escrow fees, the premium for the title insurance policy, all fees and cost for any new financing, and shall pay any applicable transfer taxes

**9. FIRE AND EXTENDED COVERAGE**

Borrower at its costs shall maintain on the improvements that are on the Property that is the subject of this Agreement a policy of standard fire and extended coverage during the life of the Promissory Note and Deed of Trust securing this Agreement, or any subsequently executed document which replaces the Promissory Note or Deed of Trust, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the Property. The insurance policy shall be issued in the names of Borrower and the County as their interests appear. The insurance policy shall contain a lender's loss payable endorsement, providing that any proceeds shall be payable to the County as their interests may appear

In the event that Borrower shall undertake to restore the damaged improvements or to reconstruct the destroyed improvements within a period of sixty (60) days, such insurance proceeds received by the County shall be released to Borrower as payments are required for said purposes, and upon completion of such restoration or reconstruction, any balance thereof remaining shall be paid to Borrower forthwith.

In the event that Borrower shall fail to undertake the restoration or reconstruction of such improvements within sixty (60) days following any such damage or destruction, there shall be paid and released to the County from such insurance proceeds a sum equal to the cost of clearing the premises in the event Borrower does not at its own expense clear the premises within said period. The balance shall be held to compensate the parties to this Agreement as if the premises were sold. Borrower shall also sell the vacant land on the open market and the proceeds of said land sale shall be distributed among the parties as their interest may appear

**10. ALTERATION OF AGREEMENT**

This agreement contains all the terms and conditions agreed upon by the parties with respect to the Property. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto

**11. NON-DISCRIMINATION CLAUSE**

Pursuant to Section 504 (Public Law 93-112), the Borrower agree that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied benefits of, or be subject to discrimination in connection with the use of the Property

Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Borrower agree to be in compliance with Section 504 requirements

No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement

Borrower 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 The Borrower' equal opportunity employment policies shall be made available to County upon request.

Borrower agree that all tenants occupying the Property shall be required to comply with the above requirements

## **12. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS**

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement,
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years,
- iii) liquidated damages of \$2,500 per violation,
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph,
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

## **13. INTERPRETATION AND ENFORCEMENT**

- a. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed.



(1) In the case of County, to:

Steve A. Cervantes, Director, Office of Housing  
262 Harbor Blvd., Bldg A  
Belmont, CA 94002  
(650) 802-5050

(2) In the case of Borrower, to

Jim Stansberry, Executive Director  
Project 90, Inc.  
720 S. B Street, Suite 3  
San Mateo, CA 94401  
(650) 579-7881

- b Controlling Law. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

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

**COUNTY OF SAN MATEO**

By. \_\_\_\_\_  
Michael D Nevin, President  
Board of Supervisors

Attest

\_\_\_\_\_  
Clerk of Said Board

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

**Borrower - Project 90, Inc.**

By JAMES H. STANBERRY, EXEC. DIR.  
Print Name & Title

James H Stansberry  
Signature

Date 4-4-01

Tax ID # 23-7398698

## **Exhibit A**

All that real property situated in the State of California, county of San Mateo, City of San Mateo, described as follows

Lot 5 in block 24 as shown on that certain map entitled 'SUNNYBRAE MAP NO. 3, SAN MATEO CALIFORNIA' which map was filed in the Office of the Recorder of the County of San Mateo, State of California, on August 29, 1946, in book 26 of Maps at pages 11 to 13.

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: April 3, 2001

TO: Priscilla Harris Morse, Risk Manager

FROM: Jack D. Marquis, HCD Specialist III

FAX 802-5049

PONY HSA 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Project 90

DO THEY TRAVEL: no

PERCENT OF THE TIME: n/a

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Funding for acquisition of property

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	na	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Request approval of insurance as stated above.

*Priscilla Morse*  
SIGNATURE

PONY EPS 163 SUBMIT TO RISK MANAGEMENT OR FAX 363-4864

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (650)341-4484 FAX (650)341-4465  
 Business Professional Ins. Assoc. Inc.  
 519 South B Street  
 San Mateo, CA 94402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured: Sandee Novello Ext: 105  
 Project Ninety, Inc.  
 720 South B Street, #3  
 San Mateo, CA 94401

### COMPANIES AFFORDING COVERAGE

- COMPANY A Philadelphia Indemnity
- COMPANY B Safeco
- COMPANY C
- COMPANY D

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNERS & CONTRACTORS PROT	PHPG302868	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	X SCHEDULED AUTOS	PHPG3028681	07/01/2000	07/01/2001	PROPERTY DAMAGE \$
	X HIRED AUTOS				
X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
A	EXCESS LIABILITY				AGGREGATE \$
	X UMBRELLA FORM	PHUM 300650	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 9,000,000
	OTHER THAN UMBRELLA FORM				AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				X WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	WC7765219B	07/01/2000	07/01/2001	EL EACH ACCIDENT \$ 1,000,000
	INCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
	X EXCL				EL DISEASE - EA EMPLOYEE \$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Certificate holder is named as additional insured in regards to insured's business operations  
 General Liability policy only  
 10 day notice of cancellation for non-payment of premium shall apply

County of San Mateo  
 Alcohol and Drug Program  
 400 Harbor Blvd.  
 Belmont, CA 94002

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Peter Kelly/SANDEE