COUNTY OF SAN MATEO HUMAN SERVICES AGENCY OFFICE OF HOUSING

Date: August 13, 2001 Hearing Date: September 11, 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 WOMEN'S RECOVERY ASSOCIATION TO ASSIST IN THE PURCHASE OF REAL PROPERTY

RECOMMENDATION

Adopt a Resolution authorizing the execution of loan agreement with Women's Recovery Association (WRA) to assist in the purchase of real property.

Background

On September 12, 2000 the Board of Supervisors approved a Real Property Loan Program for Non-Profit Agencies to assist qualified non-profit agencies to purchase properties in which to locate their administrative offices or to provide their services.

In April, 2001, WRA received a 21% rent increase on property in San Mateo in which they were operating two programs for housing and alcohol and drug treatment for 18 women and children. The Hillside House perinatal residential treatment program has been contracting with the County since 1994 and offers 6 month to one year of residential treatment to pregnant and parenting women. The Juniper House program opened in 1999 with the San Mateo County Alcohol and Drug expansion efforts offers primary care substance abuse treatment to women who stay an average of 90 - 120 days.

Discussion

This agreement provides a loan in the amount of \$275,000 to acquire a building at 27 N. Humboldt, San Mateo to house the two programs put into jeopardy by the large rent increase. The property will require minimal renovation to meet State licensing requirements Honorable Board of Supervisors WRA Property Acquisition Page 2

The County loan represents 23.7% of the project cost including purchase, closing and renovation expenses. The funds will be provided in the form of a 15 year mortgage with interest pegged at one-half of the annualized net earnings of the County investment pool holding general fund reserves. The County funds will leverage almost \$900,000 provided by WRA and a conventional mortgage lender to cover the balance of the purchase price plus closing costs and minor renovations. This loan will enable WRA to continue their operation of these programs at essentially the same cost as they were incurring prior to the rent increase.

The agreement has been approved by the County Counsel's Office. Risk Management has reviewed and approved the contractor's insurance coverage

Fiscal Impact

The total County obligation under this Agreement is \$275,000, to be funded out of County general fund reserves set aside for this program.

[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 WOMEN'S RECOVERY ASSOCIATION TO ASSIST IN THE PURCHASE OF REAL PROPERTY

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, Women's Recovery Association is a non-profit agency providing drug and alcohol counseling and residential services throughout San Mateo County; and

WHEREAS, Women's Recovery Association desires to acquire permanent administrative and/or service delivery space that protects them from rapidly rising rent; and

WHEREAS, Women's Recovery Association desires to purchase a building at 27 N. Humboldt Street, San Mateo; 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 Women's Recovery Association in their purchase by providing a loan in the amount of \$275,000; 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 Women's Recovery Association, 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 WOMEN'S RECOVERY ASSOCIATION 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 WOMEN'S RECOVERY ASSOCIATION ("WRA"), a California non-profits corporation, ("Borrower").

WITNESSETH

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

WHEREAS, Women's Recovery Association ("WRA") is a 30-year old nonprofit agency providing residential and outpatient substance abuse treatment services for women, children, adolescent girls and their families; and

WHEREAS, WRA desires to acquire a building located at 27 N. Humboldt Street, San Mateo in which to operate a number of services which provide housing for 18 women and their children; 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 WRA in their purchase by providing a loan in the amount of \$275,000;

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 27 N. Humboldt Street, San Mateo, California, more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property").

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 Property including closing costs is established at \$1,100,000.
- b. The County loan amount shall be \$275,000.

- 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 the amount of \$275,000 to secure the performance of all terms and conditions of this Agreement. The Note and this Agreement shall be secured by a Deed of Trust on 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 Fifteen (15) Years beginning from the date of recordation of the Deed of Trust shall be executed under the terms of this Agreement. The Promissory Note and Deed of Trust shall be executed prior to any disbursement of funds under this Agreement. The Deed of Trust shall be a second lien on the property.
- d. Funding provided under this Agreement shall be used for real property acquisition, closing, rehabilitation and other County approved costs associated with the acquisition 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 highest 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. <u>USE AND USE RESTRICTIONS</u>

- a. Borrower currently operates a number of Alcohol and Drug Rehabilitation programs out of their existing property and holds three State licenses for such operations; these operations and licenses will be transferred to the property being acquired.
- 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

4. <u>REPAYMENT</u>

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 Treasurer's pooled investments for the most recent fiscal year quarter ending at the time of loan approval. For the quarter ending March 31, 2001, the annualized net earning on above-referenced County pooled investments was 5.78%, one-half of which is 2.89%. Loan approval shall be evidenced by execution of this Ageement by the County. The interest rate will be adjusted annually based on the average return on the same Treasurer's pooled investments for the prior year, as determined by the County Treasurer.

Repayments shall be made monthly; monthly payments will be based on amortization over 360 months with a balloon payment at the end of 15 years. The first payment shall be due 30 days after recordation of the Deed of Trust. Based on an interest rate of 2.89%, each payment of Principal an Interest would be \$1,143,16. 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 must agree to any such arrangement in writing prior to close of escrow, 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 breach any of the terms and conditions of this Agreement the County after giving Borrower notice of any breach or default and 30 days to cure said breach or default, the Borrower will 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. <u>TITLE POLICY</u>

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, 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 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 and 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 its interests 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 to this Agreement.

10. ALTERATION OF AGREEMENT

This agreement is entire and contains all the terms and conditions agreed upon by the parties. 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

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 preference 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.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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:

- 1. termination of this Agreement;
- 2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3. liquidated damaged of \$2,500 per violation;
- 4. 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:

- 1. examine Contractor's employment records with respect to compliance with this paragraph;
- 2. 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 the Contractor and County.

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

Linda Carlson, Executive Director Women's Recovery Association 1450 Chapin Avenue, Suite 100 Burlingame, CA 94010

b. <u>Controlling Law</u>. 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.

14. <u>TERM</u>

The Term of this Agreement shall commence upon execution by the County and shall terminate upon repayment of the amounts due under the Promissory Note.

15. <u>CLOSE OF ESCROW</u>

Escrow for this acquisition shall close within 6 months of execution of this agreement by County. If escrow does not close within this 6 month period, County may declare this agreement null and void.

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

COUNTY OF SAN MATEO

By:

Michael D. Nevin, President President, Board of Supervisors

Date:

Attest:

Clerk of Said Board

Date:

WOMEN'S RECOVERY ASSOCIATION

Lindz Carson By: Print Name & Title Signature 61 Date:

Tax ID #: 23-7079003

Exhibit A

All that real property situated in the State of California, County of San Mateo, City of San Mateo more fully described as follows:

Lot 16 in Block 53, as shown on that certain map entitled "MAP OF THE BOWIE ESTATE EASTERN ADDITION TO THE CITY OF SAN MATEO". Filed in the office of the County Recorder of San Mateo County, State of California, on May 13, 1903 in book "A" of Maps at page 9, and a copy entered in book 3 of Maps at Page 15.

APN: 033-126-050

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I	Vendor Identification	
	Name of Contractor:	Women's Recovery Assachantin
	Contact Person:	Vomenis Reconery Assachantin Joue Boy Finance Direror
	Address:	1450 Chapin Ave, 1ST Fire
		1450 Chapin Ave, 15T Fire Burlingume CA Q4070
	Phone Number:	670-348-6603 Fax Number: 650 348 0615
	Employees	
	Does the Contractor ha	ve any employees? <u> </u>
	Does the Contractor pro	ovide benefits to spouses of employees? Yes No
		iance (Check one) complies by offering equal benefits, as defined by Chapter 2.93, to

- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

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.

Executed this $\underline{31}$ day of $\underline{9uly}$,	2001 at Burlingine	CA
	(City)	(State)
Auc	JOLIE A BOY	
Signature	Name (please print)	
Finance Direcom	23-7079003	
Title	Contractor Tax Identification Number	

COUNTY OF SAN MATEO MEMORANDUM

DATE: July 31, 2001

TO: Priscilla Harris Morse, Risk Manager

FROM: Jack D. Marquis, HCD Specialist III FAX 80

FAX <u>802-5049</u>

PONY HSA 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Women's Recovery Association DO THEY TRAVEL: no

PERCENT OF THE TIME: n/a

NUMBER OF EMPLOYEES: 12

DUTIES (SPECIFIC): Acquisition of property for delivery of residential drug and alcohol counseling services

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$3,000,000			
Motor Vehicle Liability	\$1,000,000			
Professional Liability	<u> </u>			
Worker's Compensation	\$1,000,000			<u> </u>

REMARKS/COMMENTS:

Request approval of insurance as stated above.

SIGNATURE

7-21-0

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