

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

SENIOR COASTSIDERS, INC., & COASTSIDE ADULT
DAY HEALTH CENTER

TO ASSIST IN LAND ACQUISITION FOR COASTSIDE
SENIOR CENTER DEVELOPMENT



HSA Contact Person:
Marina Yu
HCD Specialist III
802-5039

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND
SENIOR COASTSIDERS, INC., &
COASTSIDE ADULT DAY HEALTH CENTER
TO ASSIST IN ACQUISITION FOR COASTSIDE
SENIOR CENTER DEVELOPMENT**

the parties hereinafter referred to as "County" and "Contractor" respectively

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, pursuant to Title 24, Section 570.201 of the Code of Federal Regulations for the Community Development Block Grant (CDBG) Program, grant assistance may be used to fund eligible activities to be carried out by private non-profit entities which are duly organized to undertake community development activities or public agencies; and

WHEREAS, Senior Coastsiders applied for FY 00-01 CDBG funds to assist in the acquisition of land for the development of the Coastside Senior Center, Half Moon Bay, to be jointly owned and operated by Senior Coastsiders and Coastside Adult Day Health Center; and

WHEREAS, CDBG funding of \$300,000 was approved by the Board of Supervisors in April 2000 in the form of a precommitment of the subsequent year's CDBG program, for the above-referenced purpose; and

WHEREAS, on April 24, 2001, the Board of Supervisors approved FY 2001-02 CDBG Action Plan funding which included \$300,000 for land acquisition for the Coastside Senior Center development; and

WHEREAS, Mid-Peninsula Housing Coalition, also the developer of multi-unit senior housing adjacent to the site, has been contracted by Contractor to develop the Coastside Community Center;

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Contract Amount :	\$300,000.00	Services Start Date:	January 1, 2002
		Services End Date:	December 31, 2006

County Representative:

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

Contractor Representatives:

Cara Schmaljohn, Executive Director
Senior Coastsiders, Inc.
535 Kelly St.
Half Moon Bay, CA 94019
650 726-9056

Janie Bono, Executive Director
Coastside Adult Day Health Center
645 Correas Av.
Half Moon Bay, CA 94019
650 726-5067

1. **EXHIBITS** - The following exhibits are attached hereto and incorporated by reference:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: 504 Assurances
- Exhibit D: Monitoring
- Exhibit E: Program Specific Requirements
- Exhibit F: Property Description

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the Exhibits control.

2. **DEFINITIONS** - See Exhibit A for any definitions

3. **SERVICES TO BE PERFORMED**

In consideration of the payments hereinafter set forth in Exhibit B, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

4. **PAYMENTS**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed the amount specified as "Contract Amount" on page 1 hereof for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred twenty (120) days after the date services were rendered, or more that ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to,

payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

5. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences of, an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

6. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the 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 the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. INSURANCE

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such insurance and to obtain such approval.. The Contractor shall furnish the Human Services Agency Office of Housing with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Human Services Agency Office of Housing of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

(1) **Workers' Compensation and Employee's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am 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 Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$ -0-

After one (1) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. The 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

B. 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, and not replaced by Contractor, the 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 work and/or payments pursuant to this Agreement.

8. NON-DISCRIMINATION

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees 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 subjected to discrimination in the performance of this contract.

(2) 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. Contractor shall agree to be in compliance with

Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** 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.

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.

C. **Non-Discrimination - Employment.** Contractor 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. Contractor's equal opportunity employment policies shall be made available to County upon request.

9. 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 up to \$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 9, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this Paragraph 9;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement 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 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 of discrimination 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.

10. CHILD ABUSE PREVENTION AND REPORTING

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code §11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

11. ASSIGNMENT AND SUBCONTRACT

A. Without the written consent of the Director of Human Services or her representative, this Agreement is not assignable in whole or in part. Any assignment of this Agreement by Contractor without the written consent of the Director of Human Services or her representative violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Director of Human Services or her representative.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her representative shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County upon request.

12. RECORDS

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings, if any, are resolved, whichever time period is greater.

13. COMPLIANCE WITH APPLICABLE LAWS

All services performed under this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. MONITORING

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Exhibit D.

15. PROGRAM SPECIFIC REQUIREMENTS

Program specific requirements are contained in Exhibit E.

16. 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.

17. 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 to the appropriate Contract Representative as specified on page 1 hercof.

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, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

18. TERM OF THE AGREEMENT

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be as specified on page 1 hereof, unless otherwise modified in Exhibit A.

IN 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

Date: _____

Attest:

Clerk of Said Board

Date: _____

SENIOR COASTSIDERS, INC., &
COASTSIDE ADULT DAY HEALTH
CENTER

EXECUTIVE DIRECTOR
By: Cara A Schmaljohn

Print Name & Title
Cara A Schmaljohn

Signature
Date: 12-10-01

Tax ID #: 94-3119310

COASTSIDE ADULT DAY HEALTH
CENTER

By: Jamie Bono, Executive Dir.

Print Name & Title
Jamie Bono

Signature
Date: 12/6/01

Tax ID #: 94-2935784

PROGRAM/PROJECT DESCRIPTION

A. ACTIVITY

Funding provided under this Agreement shall be applied toward purchase of real property located at the northeast corner of Arnold Way and Main Street, Half Moon Bay, described more fully in Exhibit F ("Property"). Such Property shall be developed for the Coastside Senior Center ("Project"), which shall house senior services on the Coastside.

Exigencies associated with the Property acquisition required Contractor to consummate purchase in April 2001 in advance of the availability of funding provided under this Agreement. Federal regulations governing the Community Development Block Grant Program, the funding source under this Agreement, allow local jurisdictions to reimburse for pre-award costs provided that the project is included in the Consolidated Plan Action Plan, and the HUD-required environmental review has been completed prior to incurring the costs. Both of these conditions have been met.

Purchase price of Property was \$300,000. With funds provided in this Agreement, County shall reimburse Contractor, as tenants-in-common fee simple owners, of Property.

B. COMPLETION OF WORK

Project shall be completed by December 31, 2006 or some other mutually agreed upon date ("Completion Date"). Project Completion Date shall be evidenced by a notice of completion or a notice of occupancy on the Project. Any modification to the date specified in this paragraph shall be mutually agreed upon in writing between Contractor and the Director of the County Office of Housing, otherwise failure to meet the Completion Date shall be considered a default of the terms and conditions of this Agreement and the County may demand immediate and full payment of the principal balance of the Note described below, and/or may initiate foreclosure proceedings under the Deed of Trust.

C. SECURITY

Prior to any disbursement of funds, Contractor shall execute and deliver a Promissory Note ("Note") and Deed of Trust in favor of the County to secure the performance of all terms and conditions of this Agreement. The Note and Deed of Trust shall be for a term of not more than Thirty (30) Years from date of recordation of the Deed of Trust. The principal amount under the Note shall bear a simple interest rate of three percent (3%) per annum.

D. TERM OF AGREEMENT

Upon execution of the Note and Deed of Trust, the term of this Agreement shall extend to coincide with term of the Note described above.

PROGRAM/PROJECT DESCRIPTION

E. REPAYMENT

No payment on principal or interest shall be required to be paid prior to the date of maturity of the Note. Maturity shall be thirty (30) years after the date of recordation of the Deed of Trust, at which time the principal balance plus accrued interest shall be due and payable.

F. PREPAYMENT

Prepayments on the Note may be made at any time without penalty.

G. DUE ON SALE, REFINANCE OR TRANSFER OF TITLE

Contractor shall not sell or refinance the property or assign its rights under this Agreement without obtaining the prior written consent of the County. In the event of a sale or transfer of the subject property or any interest therein by Contractor, the entire principal balance of the County Note, including any accumulated interest, shall be due and payable. With the prior written consent of the County, the County Note may be assumed or transferred if the Property is continued for an eligible CDBG use and the new owner agrees in writing to the terms and conditions of this Agreement and the Note and Deed of Trust.

H. ACCELERATION OF NOTE

In the event Contractor breaches any of the terms and conditions of this Agreement after notice and an opportunity to cure, or if this Agreement is otherwise terminated, Contractor will be in default of the terms and conditions of the Note, and the County may demand immediate and full payment of the principal balance of the Note, and/or may initiate foreclosure proceedings under the Deed of Trust.

If Contractor elects to sell the property, the sale must be at Fair Market Value as established by an appraisal done in accordance with federally accepted appraisal practice. The appraiser must be approved by County. Contractor shall be responsible for the cost of said appraisal.

I. USE

Contractor shall have constructed on the Property a senior center facility. Once constructed, Contractor shall use the Property for programs serving elderly persons and for uses incidental thereto, including administrative office use. If Contractor discontinues the aforementioned stated use or uses the Property or any portion thereof for purposes other than what has been described in this Paragraph without first obtaining the prior written consent of the County (Director of Office of Housing), Contractor shall be in default of this Agreement provided however that Contractor

PROGRAM/PROJECT DESCRIPTION

may proceed to cure the default pursuant to **Exhibit E**. In the event of such default, Contractor agrees to pay the County, upon demand, the outstanding indebtedness due on the Note.

Contractor may use the Property for another CDBG eligible activity with the County's consent, which consent shall not be unreasonably withheld.

J. QUALIFYING CRITERIA FOR BENEFICIARIES OF SERVICES

At least 51% of beneficiaries of Project must be low or very-low income or a presume benefit population group in accordance with HUD definitions. Elderly persons are presumed by HUD to be principally low or very low income for the purposes of the CDBG program. For other beneficiaries, income definitions are provided by HUD from time to time and adjusted for family or household size.

K. TITLE POLICY

Contractor shall secure at the close of escrow the issuance of a CLTA policy of title insurance in the amount not less than the face value of the Note, clear of any title defects which would prevent the operation of the proposed project. Contractor 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.

L. FIRE AND EXTENDED COVERAGE

Contractor at its costs shall maintain on the improvement that is placed or constructed on the Property a policy of standard fire and extended coverage during the term of the Note securing this Agreement, or any subsequently executed document which replaces the Note, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the premises. The insurance policy shall be issued in the names of Contractor 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 Contractor 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 Contractor as payments are required for said purposes, and upon completion of such restoration or reconstruction, any balance thereof remaining shall be paid to Contractor forthwith.

In the event that Contractor 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

PROGRAM/PROJECT DESCRIPTION

premises in the event Contractor 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. Contractor 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.

M. AMENDMENT TO AGREEMENT

Notwithstanding Paragraph 16 of this Agreement, non-substantive modifications to this Agreement may be made administratively in writing between Contractor and the Director of the Office of Housing. The Director of Housing shall determine whether the modifications are substantive or non-substantive, except that dollar increases to the Agreement shall be considered substantive.

N. CONTRACTOR RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE:

Contractor shall engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

O. HUMAN SERVICES AGENCY (HSA) RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE:

County, through the Human Services Agency, of which the County Office of Housing is a part, shall:

- Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- Issue and review OBM Implementation Guidelines; and
- Conduct review of performance and outcome information.

METHOD AND RATE OF PAYMENT TO CONTRACTOR

Disbursement of Funds

Funding provided under this Agreement shall be used to reimburse Contractor for real property acquisition and other incidental eligible costs in connection 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 Contractor and/or its affiliates.

County shall deposit the necessary funds directly into escrow together with enabling escrow instructions. Escrow shall be held by Old Republic Title Company or another mutually agreed escrow holder. Contractor shall request in writing the amount necessary for County to deposit into escrow. County shall deposit funds provided in this Agreement directly into escrow together with enabling escrow instructions.

ASSURANCE OF COMPLIANCE
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973
 (Required only from Contractors who provide services
 directly to the Public on the County's behalf)

The Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.*

The Contractor gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, 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.

The Contractor: (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 to coordinate its efforts to comply with the DHHS regulations.

Cara A Schmaljohn
 Name of 504 Person (type or print)

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

Date: 12/10/01

By: Cara A Schmaljohn
 Signature & Title of Authorized Official
 EXECUTIVE DIRECTOR

* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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

ASSURANCE OF COMPLIANCE
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The Contractor gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, 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.

The Contractor: (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 to coordinate its efforts to comply with the DHHS regulations.

JANIE BONO
 Name of 504 Person (type or print)

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

Date: 12/6/01

By: JANIE BONO, Executive Dir.
 Signature & Title of Authorized Official

* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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

PROGRAM MONITORING

Contractor shall provide to County on demand, all requested income and demographic data about the recipients of services under this contract. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

In accordance with Paragraph 12 of this Agreement, upon reasonable notice, county, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers, records of Contractor which are directly pertinent to this Project or the Housing and Community Development Act programs activities, for the purpose of making audits, examinations, excerpts and transcriptions, Contractor shall further provide County and relevant monitoring agencies reasonable access to the physical premises covered under this Agreement for inspections from time to time for compliance with the terms of this Agreement.

Contractor shall provide County with an Annual Audit Report each year during the term of this Agreement. The Audit report must include a statement of compliance with OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

1. BREACH OF CONTRACT

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 the U.S. Dept. of Housing and Urban Development (HUD). County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all finished and unfinished work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

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 Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

2. CONTRACT TERMINATION

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.

3. CONFLICT OF INTEREST

No members, officers, or employees or agents of County, no member of the County's 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 interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related contract, or the proceeds thereof.

Contractor shall incorporate the above provisions into all contracts awarded in connection with this Agreement.

4. LOBBYING PROHIBITED

Federal funds provided under this Agreement shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. These federal funds shall not be used by Contractor to influence an officer or

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

5. 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 5A and 5B shall 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.

6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in Subpart K, (Sec. 570.600-612), Code of Federal Regulations (September 6, 1988):

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.

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 multi-family housing to ensure a minimum level of accessibility for persons with disabilities. Multi-family dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 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

PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

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.)

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.

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.

In the case of multi-family 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 multi-family 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 multi-family 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.

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

F. 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.

G. 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.

H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide 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.

I. Housing and Urban Development Act of 1968, Section 3, 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 unit of local government 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 same unit of local government as the project.

J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

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).

Corner of Arnold Way and Main Street, Half Moon Bay

Property Description:

Parcel A, as delineated upon that certain Map entitled. "PARCEL MAP, 'BEING A SUBDIVISION OF PARCEL ONE AS DESCRIBED IN THAT LOT LINE ADJUSTMENT RECORDED UNDER SERIAL NUMBER 1999-131220, AUGUST 2, 1999, IN THE OFFICE OF THE COUNTY RECORDER, SAN MATEO COUNTY, STATE OF CALIFORNIA, CITY OF HALF MOON BAY, CALIFORNIA'", filed for record in the Office of the Recorder of the County of San Mateo, State of California on April 23, 2001, in Book 73 of Parcel Maps, at Pages 68-69.

A.P.N. 056-210-290 (Ptn.)

J.P.N. 056-021-210-12 (Ptn.)

Fingerprinting Certification

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)
AND**

**SENIOR COASTSIDERS, INC., & COASTSIDE ADULT DAY HEALTH
CENTER**

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.



Signature

Cara A Schmaljohn

Name (please print)

EXECUTIVE Director

Title (please print)

12/10/01

Date

Fingerprinting Certification

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)**

AND

**SENIOR COASTSIDERS, INC., & COASTSIDE ADULT DAY HEALTH
CENTER**

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Janie Bono
Signature

Janie Bono
Name (please print)

Executive Director
Title (please print)

12/6/01
Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Senior Coastsiders
Contact Person: Cara Schmaljohn
Address: 535 Kelly Ave
Half Moon Bay CA 94019
Phone Number: 726 9056 Fax Number: 726-2911

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] 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 10 day of December, 2001 at Half Moon Bay, CA
(City) (State)

Cara A Schmaljohn
Signature

Cara A Schmaljohn
Name (please print)

EXECUTIVE DIRECTOR
Title

94-3119310
Contractor Tax Identification Number

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Coastside Adult Day Health Center
Contact Person: Janie Bono
Address: 695 Correas St.
Half Moon Bay, Ca 94019
Phone Number: 650-7265067 Fax Number: 650-7268743

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] 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 6 day of December 2001 at Half Moon Bay, Ca.
(City) (State)

Janie Bono
Signature
Executive Dir.
Title

Janie Bono
Name (please print)
94-2935784
Contractor Tax Identification Number

Office of Housing
MEMORANDUM

DATE: September 26, 2001

TO: Priscilla Harris Morse, Risk Manager

FROM: Marina Yu PHONE: 802-5039 FAX 802-5049 PONY HSA 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Senior Coastsiders & Coastsider Adult Day Health Center

DO THEY TRAVEL: Yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

Contract provides \$300,000 to the two service providers to purchase real property to develop a joint senior center in Half Moon Bay.

COVERAGE:	Amount	SC CADHC		
		Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	-0-	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Please review and approve. Thanks.

Priscilla Morse

SIGNATURE

12-17-01

Date

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/14/2001

PRODUCER
PHILADELPHIA INSURANCE COMPANIES
 2300 CLAYTON ROAD, SUITE 1495
 CONCORD, CA 94520

Serial # B1034

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.

INSURERS AFFORDING COVERAGE

INSURED
SENIOR COASTSIDER, INC.
 P.O. BOX 859
 HALF MOON BAY, CA 94019

INSURER A: PHILADELPHIA INDEMNITY COMPANIES
 INSURER B: NORTH AMERICAN SPECIALTY INSURANCE CO.
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK015011	11/12/2001	11/12/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK015011	11/12/2001	11/12/2002	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34W000082401	02/10/2001	02/10/2002	WP STATUTORY LIMITS: POLYMER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER AND THE COUNTY AND ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS SHALL BE NAMED ARE NAMED AS AN ADDITIONAL INSURED PER THE CG2010 ATTACHED.

CERTIFICATE HOLDER : ADDITIONAL INSURED INSURER LETTER: A

CANCELLATION

SHAPING OUR FUTURE
 HUMAN SERVICES AGENCY
 252 HARBOR BOULEVARD
 BELMONT, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Christina K. [Signature]

POLICY NUMBER: PHPK015011

COMMERCIAL GENERAL LIABILITY
CG 20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

SHAPING OUR FUTURE
HUMAN SERVICES AGENCY
262 HARBOR BOULEVARD
BELMONT, CA 94002

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



**NORTH AMERICAN SPECIALTY
INSURANCE COMPANY**
650 Elm Street
Manchester, NH 03101-2524
(800) 542-9200

**Worker's Compensation and Employer's Liability
Insurance Policy**

Policy Number	From	Policy Period To
34W 0000824 01	02/10/2001	02/10/2002
12:01 A.M. Standard Time at the address of the insured as stated herein		

Transaction

RENEWAL

1. Named Insured and Address		Agent		
SENIOR COASTSIDER, INC. PO BOX 859 HALF MOON BAY CA 94019 Telephone: 650-726-9056		MAGUIRE INSURANCE AGENCY 3700300 ONE BALA PLAZA SUITE 100 BALA CYNWYD, PA 19004 Telephone: 610-617-7900		
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	24147	943119310	000000000	NON-PROFIT ORG.

Additional Locations:

- The Policy Period is from 02/10/2001 to 02/10/2002 12:01 a.m. Standard Time at the Insured's mailing address.
- A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON,
WEST VIRGINIA, WYOMING, AND STATES DESIGNATED IN ITEM 3.A.

D. This policy includes these endorsements and schedules: See attached schedule.
- The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	500	Total Estimated Annual Premium	\$	9,036
			Expense Constant	\$	
			Premium Discount	\$	
Assessments and Taxes	\$	See Extension of Information Page (If Applicable)	Deposit Premium	\$	9,036

This is a Three Year Fixed Rate Policy
Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____
Issued Date: 02/21/2001

Authorized Representative

Issuing Office: MAGUIRE INSURANCE AGENCY
WCPDEC 0798
WC 00 00 01 A

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JF
CADH002

DATE (MM/DD/YY)
01/28/00

PRODUCER

501(c) Insurance Programs, Inc
280 Second Street, Suite 220
Los Altos CA 94022

Mark Hanson

Phone No. 800-442-4867 Fax No. 800-449-8563

INSURED

Coastside Adult Day Health Ctr
Janie Bono
645 Correas St.
Half Moon Bay CA 94019

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	Great American Insurance Co.
COMPANY B	
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.

NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROJ.	PAC225505401	01/29/00	01/29/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIM. \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR, PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	<input type="checkbox"/> OTHER Prof. Liability	PAC225505401	01/29/00	01/29/01	Aggregate 2,000,000 EA Claim 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Aging and Adult Services, the Board of Supervisors of the County of San Mateo, their agents, employees and officers are named as Additional Insureds as respects their interest in the operations of the named insured. Funding Source.

CERTIFICATE HOLDER

AASBOSC

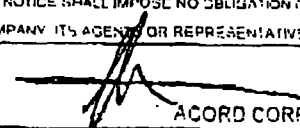
County of San Mateo
Aging and Adult Services
225-37th Avenue
San Mateo CA 94403

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

Mark Hanson



ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR JR CADH002	DATE (MM/DD/YYYY) 06/29/01
PRODUCER 501(c) Insurance Programs, Inc 280 Second Street, Suite 220 Los Altos CA 94022 Phone: 800-442-4867 Fax: 800-449-8563		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 Coastside Adult Day Health Center Attn: Janie Hono 645 Correas St. Half Moon Bay CA 94019		INSURERS AFFORDING COVERAGE	
		INSURER A	Waubesa Insurance
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRG. <input type="checkbox"/> JFCY <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one ins) \$ MED EXP (Any one person) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ACC \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	REF#AL OF 003300033225	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATE TORT LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER County of San Mateo Aging and Adult Services Attn: Deborah Nolte 225 West 37th Ave. San Mateo CA 94403	N ADDITIONAL INSURED; INSURER LETTER:	CTSY5MAA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <u>Dennis Costa</u> Dennis Costa, CPCU
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FORM 1010 08/01/01 08:44:04 PM FAX NO. : 9162515976 FROM : 501C INSURANCE PROGRAMS INC

SUMMARY OF INSURANCE

For: Coastside Adult Day Health Ctr
 Janie Bono
 645 Correas St.
 Half Moon Bay, CA
 94019

Prepared: 09/28/01
 501(c) Insurance Programs, Inc
 280 Second Street, Suite 220
 Los Altos, CA
 94022 800-442-4867

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Commercial Application		Great American Insurance Co	PAC225505402	01/29/01	01/29/02	5839 00
Premise 001 Building 001 645 Correas Street Half Moon Bay, CA 94019						
Premise 002 Arnold and Main Streets Half Moon Bay, CA						
Property		Great American Insurance Co.	PAC225505402	01/29/01	01/29/02	0 00
Policy Level Information						
Premises 001 Building 001						
Building	250,000					
Coins %	90					
Valuation	RC					
Cause of Loss	Special					
Deductible	1,000					
BPP	100,000					
Coins %	90					
Valuation	RC					
Cause of Loss	Special					
Deductible	500					
EDP	10,000					
Coins %	90					
Valuation	RC					
Cause of Loss	Special					
Deductible	500					
General Liability		Great American Insurance Co.	PAC225505402	01/29/01	01/29/02	0 00
Occurrence						
General Aggregate	2,500,000					
Products/Completed Oper Aggr	1,000,000					
Personal & Advertising Injury	1,000,000					
Each Occurrence	1,000,000					
Fire Damage (Any One Fire)	100,000					
Medical Expense (Any One Person)	5,000					
Property Damage Deductible	1,000					
Other Coverages, Restrictions, And/Or Endorsements						
Prof Liability \$1,000,000 (2,000,000 Aggregate) - Form A and Form C - No HA&NOA - They have a c/auto policy with NPJ						
001 Bldg or premises						
Premium Basis	2000					

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Coverage	Amount	Company	Policy No	Eff	Exp	Premium
General Liability (Continued)						
(A) AREA - PER 1,000/SQ FT						
Employees Premium Basis : 14 (T) OTHER						
volunteers Premium Basis : 100 (T) OTHER						
Payroll Premium Basis : 380,000 (P) PAYROLL - PER \$1,000/PAYROLL						
002 Parcel APTN056-210-290 1.46 acres (VACANT) Premium Basis 1.46 acres (A) AREA - PER 1,000/SQ FT						