



# HEALTH SERVICES AGENCY

AGREEMENT BETWEEN

COUNTY OF SAN MATEO  
(MENTAL HEALTH SERVICES)

AND

MENTAL HEALTH ASSOCIATION

TO ASSIST IN ACQUISITION OF REAL PROPERTY  
FOR THE CONSTRUCTION OF SUPPORTED INDEPENDENT LIVING APARTMENTS  
FOR CLIENTS WITH SERIOUS MENTAL ILLNESS

Mental Health Services Contact Person:  
Gillian Botha-Harvey  
Management Analyst III  
573-2641

AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"),  
 AND  
 MENTAL HEALTH ASSOCIATION ("Contractor"),  
 TO ASSIST IN ACQUISITION OF REAL PROPERTY FOR  
 THE CONSTRUCTION OF SUPPORTED INDEPENDENT  
 LIVING APARTMENTS FOR CLIENTS WITH SERIOUS  
 MENTAL ILLNESS

THIS AGREEMENT is made and entered into this 26th day of February,  
2002, by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, there exists in San Mateo County a need for housing for mentally ill persons; and

WHEREAS, Mental Health Association, a California nonprofit corporation, is presently operating a number of such facilities, and desires to acquire property in order to provide more housing units, and

WHEREAS, County desires to assist the Mental Health Association; and

WHEREAS, County has funds available through the Mental Health Housing Acquisition fund, to assist with acquisition of real estate for the use of the seriously mentally ill; and

WHEREAS, this Board has been presented with the Agreement with Mental Health Association regarding the provision of funds to assist with the acquisition of real property and desires to enter into the Agreement:

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

		<u>CONTRACT TERM</u>
<u>CONTRACT</u>		Start Date : February 26, 2002
<u>AMOUNT</u>	<u>\$500,000</u>	End Date : February 25, 2032
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>
Gale Bataille		Evelyn Stanton
Director Mental Health Services		Mental Health Association
225 37 <sup>th</sup> Avenue		2686 Spring Street
San Mateo, CA 94003		Redwood City, CA 94063
(650) 572641	Fax: (650) 573-2841	(650) 368-3354
		Fax: (650) 368-2534

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

Exhibit G: Deed of Trust

Exhibit H: Promissory Note

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the language in 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 Health Services Agency (the "Director"), or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A.

### 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 \$500,000.

B. **Method and Rate of Payment.** The method and rate of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director 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 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 than 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 the Agreement due to the 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, or on account of: (A) injuries to or death of any person, including Contractor; (B) damage to any property of any kind whatsoever and to whomever belonging; or (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, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Health Services Agency Mental Health Division 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' advanced 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 Employer'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 coverage as required by the California Labor Code. 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 all such policies of insurance required under this Agreement, 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 pursuant to this Agreement or terminate the 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 of the Rehabilitation Act of 1973 (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 Agreement.

(2) Contractor understands and agrees that compliance with Section 504 of the Rehabilitation Act requires that all benefits, aids and services be made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor agrees to: a) sign the Letter of Assurance, attached and incorporated herein as Exhibit C; or b) 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 other 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, among other things, 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.

D. **Penalty for Violation of the Non-Discrimination Provisions.** Violation of the non-discrimination provisions contained in this Section of this Agreement shall be considered a material breach of this Agreement and subject the Contractor

to penalties, to be determined by the County Manager, at his sole discretion, including but not limited to any or all of the following:

- (1) Termination of this Agreement;
- (2) Disqualification of the Contractor from bidding on or being awarded future County contract for a period of up to 3 years from the date of such breach;
- (3) Liquidated damages of up to \$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 Section of this Agreement, the County Manager shall have the authority to:

- (1) Examine Contractor's employment records with respect to compliance with this Section of this Agreement;
- (2) Set off all or any portion of the amount described in this Section of this Agreement against amounts due to Contractor under the Agreement or any other agreement 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 United States Equal Employment Opportunity Commission, the California 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 any complaint when filed.

## **9. 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 Agreement 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 Agreement 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.

## 10. ASSIGNMENT AND SUBCONTRACT

A. Without the written consent of the Director of Health 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 or her authorized representative violates this and shall be considered a breach of the Agreement and the County may, at its option 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 or her authorized representative.

C. All assignees, subcontractors, or consultants approved by the Director of Health 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.

## 11. 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, regulations, and ordinances, 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.



## **12. 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.

## **13. MONITORING**

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

## **14. PROGRAM SPECIFIC REQUIREMENTS**

Program specific requirements are contained in Exhibit E.

## **15. 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.

The Director of the Health Services Agency shall be authorized to execute subsequent amendments and modifications to this Agreement during the term of the Agreement, provided however, that such authority is limited to (a) reducing or increasing the County's maximum fiscal obligation in the event that there is a commensurate reduction or increase in funding received by the County, provided, however, that such increases shall be limited to a total of \$25,000 per funding source; and (b) making changes in the types of services and activities provided by Contractor, provided that the changes have no impact on the County's maximum fiscal obligation to the Contractor.

## **16. 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 Representative as specified on page 1 hereof.

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.

## **17. 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.

**17. 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: \_\_\_\_\_

Jerry Hill, President  
Board of Supervisors

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

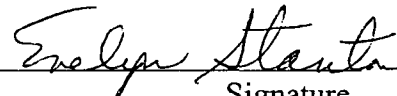
Attest:

Clerk of Said Board

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

MENTAL HEALTH ASSOCIATION

By:  
Evelyn Stanton, Executive Director

  
Signature

Date: 2/12/02

Tax ID #: 94-6034112

**Exhibit A**  
**PROGRAM / PROJECT DESCRIPTION**

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**A. ACTIVITY**

Funding provided under this Agreement shall be applied towards purchase of real property located at 1625 El Camino Real, Belmont, described more fully in Exhibit F ("Property Description"). Such property shall be developed for the construction of independent supportive housing for the mentally ill. This housing project will offer twenty-four, 450 square-foot studio apartments and a manager's unit. It will also include on-site laundry facilities, parking, meeting space and office space, and will meet physical disability accessibility standards.

Purchase price of Property was \$900,000.

**B. COMPLETION OF WORK**

Project shall be completed by January 31, 2004 or some other mutually agreed upon date ("Completion Date"). Project Completion Date shall be evidenced by a notice of completion of the independent supported housing apartments 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 Mental Health Services, 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"- Exhibit H) and Deed of Trust (Exhibit G) 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 Note shall bear no interest.

**D. TERM OF AGREEMENT**

Notwithstanding the end date of Agreement noted on page 1 herein, upon execution of the Note and Deed of Trust, the term of this Agreement shall extend to coincide with the term of the Note.

**E. REPAYMENT**

No payments shall be required as long as the Borrower continues to rent the units to low income individuals with mental illness at rents that are affordable to them. Each year 1/30<sup>th</sup> of the original principal shall be forgiven.

#### F. 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 or any interest therein by the Contractor, the entire original principal of the Note, shall be due and payable. With the prior written consent of the County, the Note may be assumed or transferred if the Property is continued as independent supported housing for low-income individuals with mental illness and the new owner agrees in writing to the terms and conditions of this Agreement and the Note and Deed of Trust.

#### G. 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 approval.

#### H. USE

Contractor shall have constructed on the Property supported independent living apartments for clients with serious mental illness. Once constructed Contractor shall use the Property for housing low-income persons with mental illness and for incidental uses thereto, including administrative office use. If Contractor discontinues the aforementioned stated use or uses the Property of 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 Health Services), Contractor shall be in default of this Agreement provided however that Contractor may proceed to cure the default pursuant to Exhibit E. In the event of such a default, Contractor agrees to pay the County, upon demand the outstanding indebtedness due on the Note.

It is the expectation of the County that the Contractor will continue to use the Property for housing low-income persons with serious mental illness, as long as the Contractor is the owner of the Property.

#### I. QUALIFYING CRITERIA FOR BENEFICIARIES OF SERVICES

Beneficiaries of Project must be low or very-low income persons with serious mental illness. Income definitions are provided by HUD from time to time and adjusted for family or household size. Contractor will work with County to identify and recruit potential qualified residents for the new housing units from among individuals receiving mental health services from the County.

## J. TITLE POLICY

Within four (4) weeks of execution of Note and receipt of funds Contractor shall secure for the transfer of these funds the issuance of a CLTA policy of title insurance in the amount not less than the face value of the Note, showing the Property clear of any title defects which would prevent the operation of the proposed project. Said CLTA policy of title insurance shall show the Deed of Trust as a first loan on the Property. Contractor shall pay all recording fees, escrow fees, the premium of the title insurance policy, all fees and costs for any new financing, and shall pay any applicable transfer taxes.

## K. 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 the 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 the Contractor as payments are required for said purposes, and upon completion of such restoration or reconstruction, and 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 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.

## L. 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 Mental Health. The Director of Mental Health shall determine whether the modifications are substantive or non-substantive, except that dollar increase to the Agreement shall be considered substantive.

M. 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 Health 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 Health Services Agency.

N. MENTAL HEALTH SERVICES RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVES

County, through Mental Health Services, 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.
- Conduct review of performance and outcome information.

**Exhibit B**  
**METHOD AND RATE OF PAYMENT TO CONTRACTOR**

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Funding provided under this Agreement shall be used 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 for property acquisition directly into escrow together with enabling escrow instructions. Escrow shall be held by a mutually agreed escrow holder. Contractor shall request in writing the amount necessary for County to deposit into escrow.



**Exhibit C**  
**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)

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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.

Name of 504 Person (type or print)

ARLENE AQUINO

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

Date: 2/12/02

By: Carolyn Stanta, Executive Director  
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

**Exhibit D**  
**PROGRAM MONITORING**

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

In accordance with Paragraph 11 of this Agreement, upon reasonable notice, County, HUD, the Comptroller General of the United States, or any other relevant monitoring agencies, 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, 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".

**Exhibit E**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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**1. BREACH OF AGREEMENT**

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

**Exhibit E**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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**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 24 CFR §§570.600-612:

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 multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily 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 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.)

**Exhibit E**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

---

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 multifamily 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 multifamily 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 multifamily 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.

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.

**Exhibit E**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

---

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).

**Exhibit F**  
**PROPERTY DESCRIPTION**

The land referred to is situated in the State of California, County of San Mateo and is described as follows:

**CITY OF BELMONT**

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "LANDS OF BELMONT BUSINESS CENTER, LLC OF THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF BELMONT, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN DEED, DOCUMENT NO.97170154, RECORDED DECEMBER 24<sup>TH</sup>, 1997, SAN MATEO COUNTY RECORDS", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER ON SAN MATEO COUNTY, STATE OF CALIFORNIA, ON AUGUST 12, 1999, IN BOOK 71 OF PARCEL MAPS, AT PAGE 73 AND 74, INCLUSIVE.

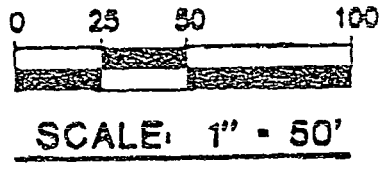
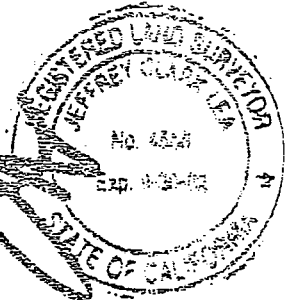
ASSESSOR'S PARCEL NO. 045-252-110

JOINT PLANT NOS. 045-025-252-27A

045-025-252-28A

045-025-252-29A

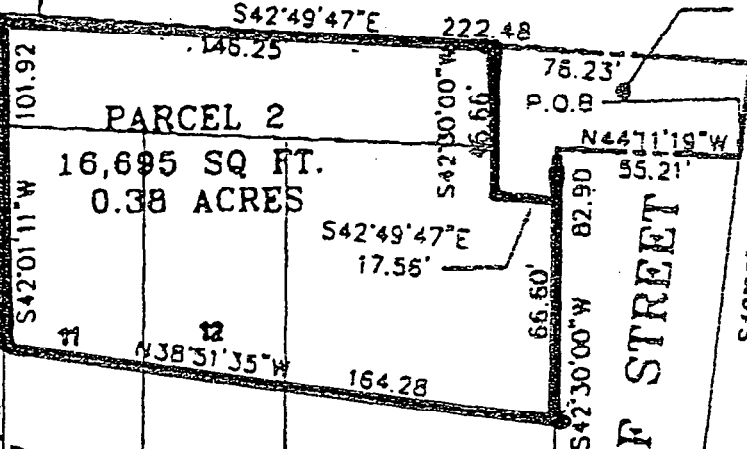
045-025-252-31.02A



**SUBJECT**

**LANDS OF  
JOINT POWERS BOARD**

EXTENSION OF "F" STREET  
AREA TO BE DEDICATED  
TO CITY OF BELMONT  
2,502 SQ FT



**PARCEL 2**  
16,695 SQ FT.  
0.38 ACRES

PARCEL MAP  
VOLUME 49 PAGE 19

**LANDS OF ROSSI**  
5833 OR. 324

**EL CAMINO REAL**

**BELMONT COUNTY  
WATER DISTRICT**  
5231 OR. 614



**LEA & SUNG ENGINEERING, INC.**  
CIVIL ENGINEERS - LAND SURVEYORS

23102 EDEN LANDING ROAD, SUITE 1  
HAYWARD, CALIFORNIA 94543  
(310) 287-4088  
FAX (310) 287-3019

**DEDICATION**  
1625 EL CAMINO REAL  
BELMONT CALIFORNIA  
SAN MATEO COUNTY

JOB NO 97410

scale 1" = 50'



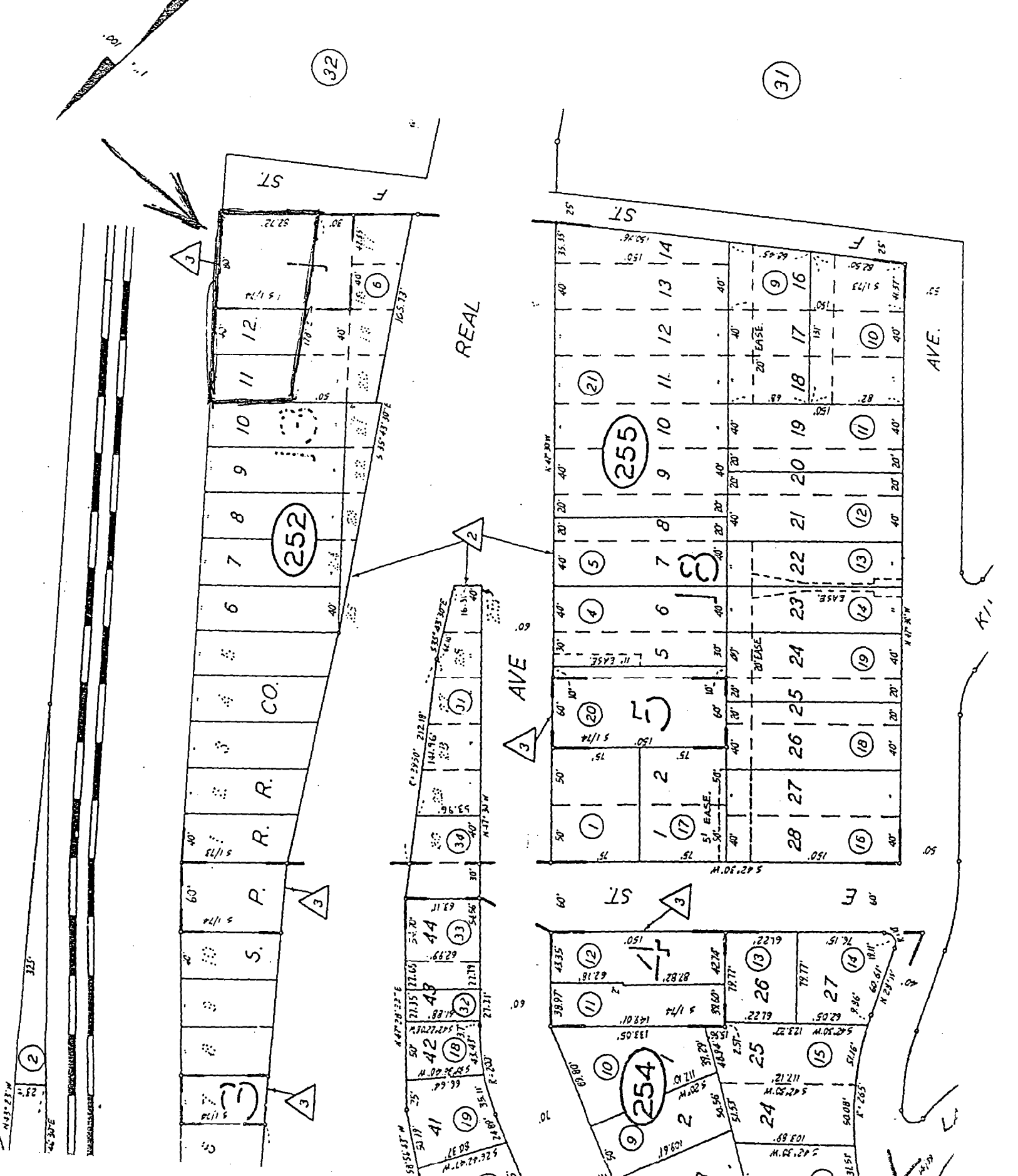


Exhibit G

*Exempt from Recording Fees pursuant to  
Section 27383 of the Government Code*

**RECORDING REQUESTED BY :**

San Mateo County  
Mental Health Services

**WHEN RECORDED, MAIL TO :**

Mental Health Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
PONY # MHL 322  
Attn: Gillian Botha-Harvey

(This Space for Recorder's Use Only)

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between,

**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

herein called "Trustor", whose mailing address is : 2686 Spring Street, Redwood City, California 94063

**UNITED STATES ESCROW TRUST DEED COLLECTIONS**, herein called "Trustee", and

**SAN MATEO COUNTY MENTAL HEALTH SERVICES**, herein called "Beneficiary",

Witnesseth : That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Belmont, San Mateo County, State of California, described in "Exhibit A" attached hereto.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity date expressed therein, at the option of the holder hereof, and without demand or notice shall become due and payable.

TOGETHER with the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing 1) Performance of each agreement of Trustor incorporated by reference or contained herein; 2) Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal amount of **\$500,000.00** executed by Trustor in favor of Beneficiary or order; 3) Payment of such further sums as the then record owner of said property hereinafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it so secured; 4) Performance of the terms and conditions of that certain Agreement between the County of San Mateo and Trustor dated February 26, 2002, Board of Supervisors Resolution No. \_\_\_\_\_. Any violation of said Agreement without the written consent of the County being first had and obtained, shall

be grounds for a Declaration of Default, and the County may, at its option, demand full payment of any outstanding principal and interest due the County, under the Note secured by this Deed of Trust, and said Agreement.

**To protect the security of this Deed of Trust, Trustor agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum. In any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part hereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or compromise any encumbrance charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and or written notice and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the content so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provide by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Deed of Trust  
Page 4 of 5  
\$500,000.00

The undersigned Trustor(s) request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth. For any statement regarding the obligations secured thereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefore.

Mental Health Association of San Mateo County

\_\_\_\_\_  
BY:

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

ON \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared,

personally known to me, OR, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS MY HAND AND SEAL**

Deed of Trust  
Page 5 of 5  
\$500,000.00

**Exhibit "A"**

The land referred to in this Short form Deed of Trust and Assignment of Rents, is situated in the State of California, County of San Mateo and is described as follows:

CITY OF BELMONT

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "LANDS OF BELMONT BUSINESS CENTER, LLC OF THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF BELMONT, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN DEED, DOCUMENT NO.97170154, RECORDED DECEMBER 24<sup>TH</sup>, 1997, SAN MATEO COUNTY RECORDS", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER ON SAN MATEO COUNTY, STATE OF CALIFORNIA, ON AUGUST 12, 1999, IN BOOK 71 OF PARCEL MAPS, AT PAGE 73 AND 74, INCLUSIVE.

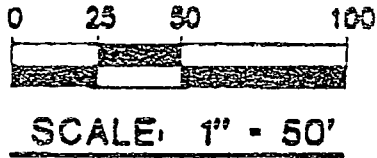
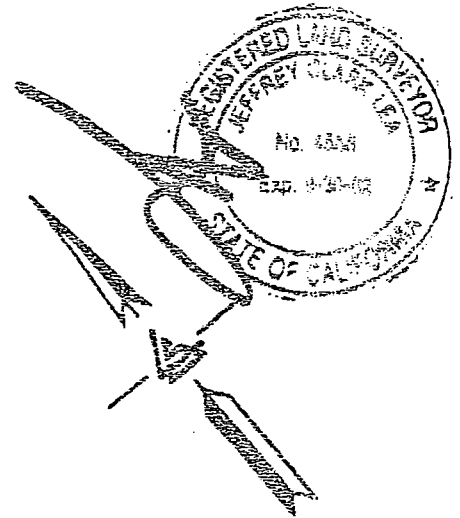
ASSESSOR'S PARCEL NO. 045-252-110

JOINT PLANT NOS. 045-025-252-27A

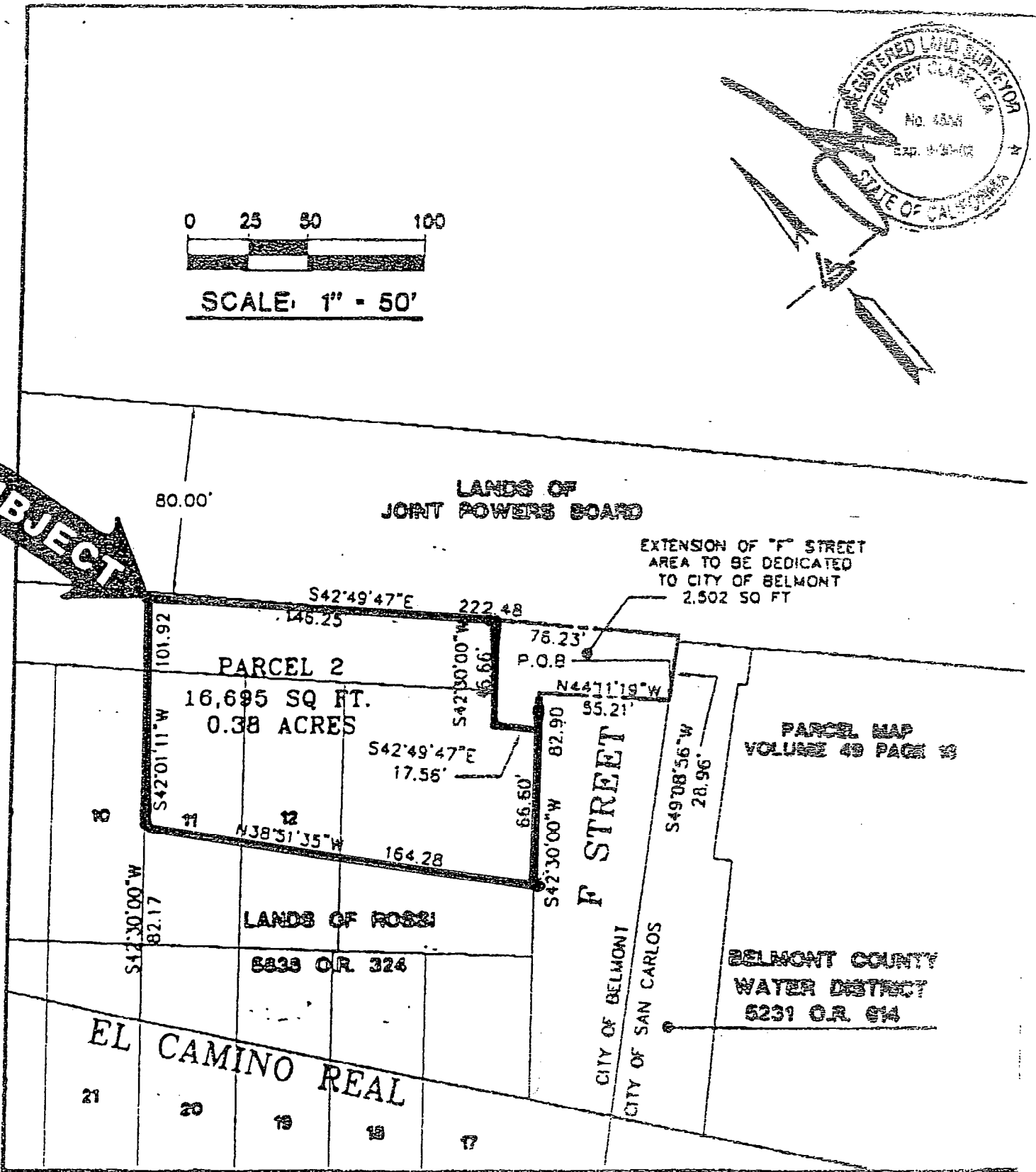
045-025-252-28A

045-025-252-29A

045-025-252-31.02A



**SUBJECT**



**LEA & SUNG ENGINEERING, INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS

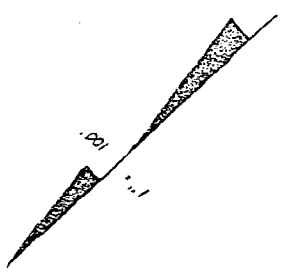
29102 EDEN LANDING ROAD, SUITE 1  
 HAYWARD, CALIFORNIA 94543  
 (510) 287-4088  
 FAX (510) 287-3019

**DEDICATION**  
 1625 EL CAMINO REAL  
 BELMONT CALIFORNIA  
 SAN MATEO COUNTY

JOB NO 97410

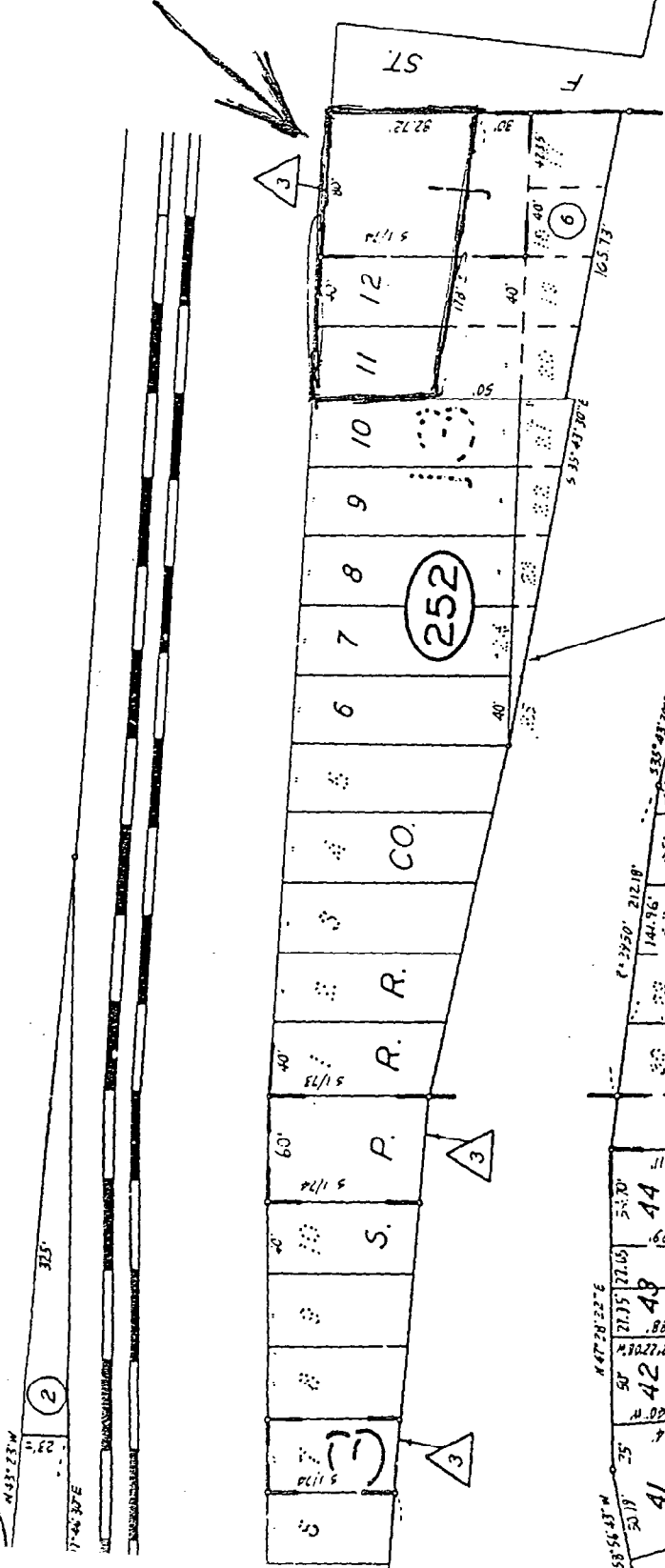
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**EXHIBIT "B"**



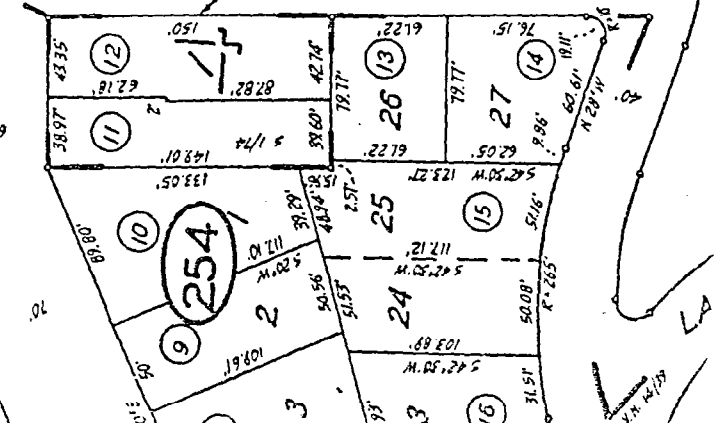
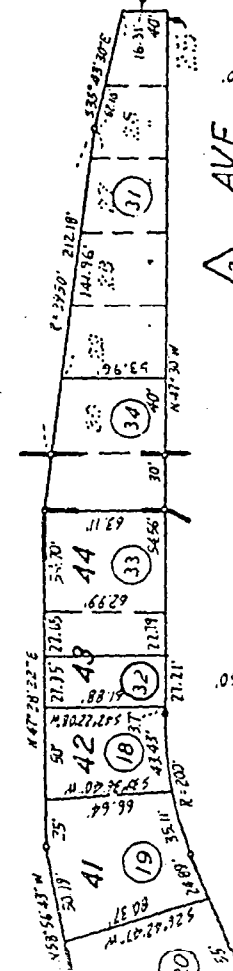
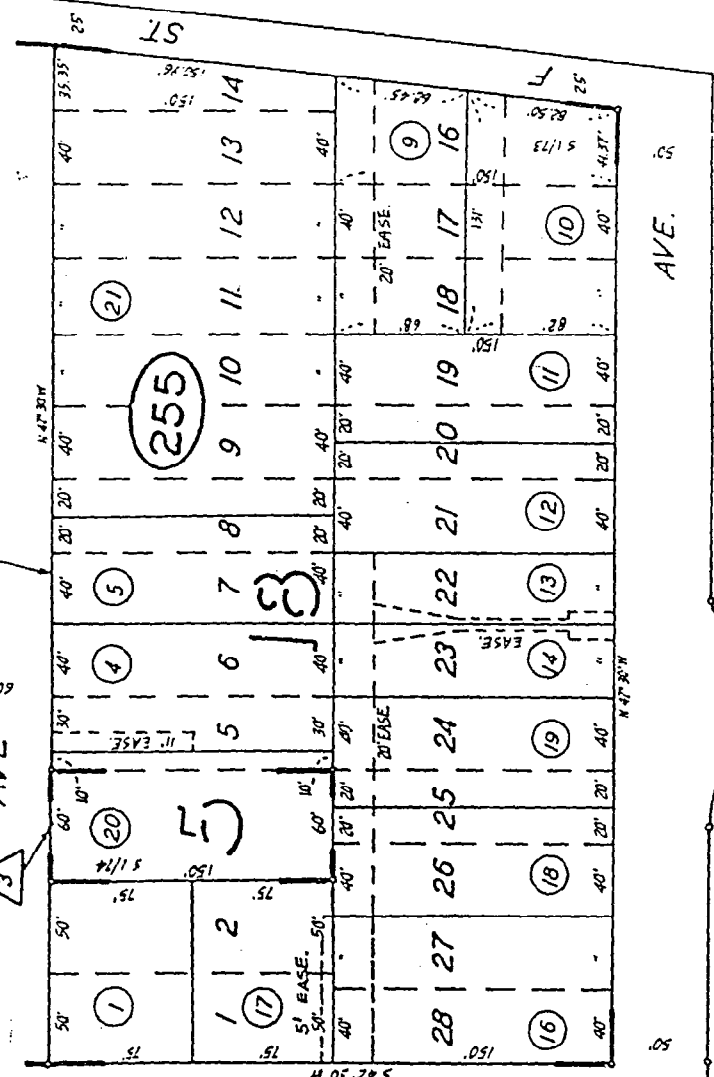
32

31



REAL

3 AVE





**Exhibit H**  
**PROMISSORY NOTE**  
**(SECURED BY A DEED OF TRUST)**

**FOR VALUE RECEIVED, Mental Health Association**, hereinafter referred to as "Borrower", promises to pay to the **San Mateo County Mental Health Services**, hereinafter referred to as "County", the sum of Five Hundred Thousand Dollars (\$500,000.00), payable at the San Mateo County Mental Health Services, or their order.

This loan is given to assist Contractor with the development of affordable rental housing for low-income individuals with serious mental illness.

The loan shall bear no interest. The term of this note shall be thirty (30) years from the issuance of the Certificate of Occupancy and/or Notice of Completion for the development. No payments shall be required as long as the Borrower continues to rent the units to low income individuals with mental illness at rents that are affordable to them in conformance with that Agreement between Borrower and the County dated February 26, 2002. Each year 1/30th of the original principal shall be forgiven

In the event Borrower breaches any of the terms and conditions of that Agreement between Borrower and the County dated February 26, 2002 (Board of Supervisors Resolution No. \_\_\_\_\_), and failing to cure such default during the applicable cure period, the County may demand immediate and full payment of the principal amount of the Note, and/or may initiate foreclosure proceedings under the Deed of Trust securing performance of said Agreement.

In the event the property acquired with the assistance of this loan is sold, conveyed or alienated by Mental Health Association or by operation of law or otherwise, without the express written consent of County, or in the case of a violation of the above said Agreement, and expiration of applicable cure periods, the entire principal balance shall, at the option of County, become immediately due and payable.

Borrower shall not be personally liable under this Promissory Note. County will look solely to the property encumbered by the Deed of Trust securing this Promissory Note for the collection of any judgment arising out of this Promissory Note.

If suit is instituted by the County to recover on this Note, Borrower agrees to pay all costs of such collection including reasonable attorney's fees and court costs.

**IN WITNESS WHEREOF**, the Note has been duly executed by the undersigned as of its date.

**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

**BY:** \_\_\_\_\_

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mental Health Association

Contact Person: Evelyn Stanton

Address: 2686 Spring Street  
Redwood City, CA 94063

Phone Number: (650) 368-3354 Fax Number: (650) 368-2534

II Employees

Does the Contractor have any employees?  Yes \_\_\_ No

Does the Contractor provide benefits to spouses of employees?  Yes \_\_\_ No

III Equal Benefits Compliance (Check one)

- 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 12<sup>th</sup> day of Feb., 2002 at San Mateo, CA  
(City) (State)

Evelyn Stanton  
Signature

Evelyn Stanton  
Name (please print)

Executive Director  
Title

94-6034112  
Contractor Tax Identification Number

Fingerprinting Certification

AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
("County")  
AND  
MENTAL HEALTH ASSOCIATION  
("Contractor")

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this Agreement and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 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.

*Evelyn Stanton*

Signature

Evelyn Stanton

Name (please print)

Executive Director

Title (please print)

Feb. 12, 2002

Date

COUNTY OF SAN MATEO

MEMORANDUM

DATE: February 11, 2002

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Gillian Botha-Harvey, Mental Health/FAX x2841/PONY #MLH 322  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mental Health Association-Real Property Acquisition

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: No

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

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

REMARKS/COMMENTS:

Real property acquisition of vacant land for the construction of supported independent living apartments for low-income individuals with serious mental illness

Priscilla Morse  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/28/2001

PRODUCER (650)369-2921 FAX (650)369-2929  
 Boring-Johndrow-Leveroni-Vreeburg, Inc.  
 Insurance Services  
 845 Marshall St  
 Redwood City, CA 94063

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 Mental Health Association of San Mateo County  
 2686 Spring Street  
 Redwood City, CA 94063

INSURER A: Great American Ins.  
 INSURER B: Executive Risk  
 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	GENERAL LIABILITY	PAC2254572	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WILL BE ISSUED SEPERATELY  IF APPLICABLE			WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	8165-9038	07/01/2001	07/01/2002	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: All California Operations.

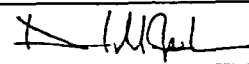
CERTIFICATE HOLDER

San Mateo County Mental Health Services  
 ATTN: Mary Vozikes  
 225 W. 37th Avenue  
 San Mateo, CA 94403

ADDITIONAL INSURED; INSURER LETTER

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  
 Daniel Johndrow/JIM 

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/28/2001

PRODUCER (650)369-2921 FAX (650)369-2929  
Boring-Johndrow-Leveroni-Vreeburg, Inc.  
Insurance Services  
845 Marshall St  
Redwood City, CA 94063

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 Mental Health Association of San Mateo County  
2686 Spring Street  
Redwood City, CA 94063

INSURER A: Great American Ins.  
INSURER B: Executive Risk  
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	GENERAL LIABILITY	PAC2254572	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WILL BE ISSUED SEPERATELY  IF APPLICABLE			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	8165-9038	07/01/2001	07/01/2002	\$1,000,000 Occurrence \$2,000,000 Aggregate

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

All Operations. The certificate holder is named as additional insured with respect to the general liability.

### CERTIFICATE HOLDER

### ADDITIONAL INSURED; INSURER LETTER

### CANCELLATION

San Mateo County  
Mental Health  
225 W. 37th Avenue  
San Mateo, CA 94403

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

Daniel Johndrow/JIM

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

SEPTEMBER 11, 2001

POLICY NUMBER: 1642195 - 01  
CERTIFICATE EXPIRES: 7-1-02

SAN MATEO COUNTY MENTAL HEALTH SERVICES  
ATTN MARY VOZIKES  
225 W 37TH AVE  
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon <sup>30</sup>~~ten~~ days' advance written notice to the employer.

We will also give you <sup>30</sup>~~TEN~~ days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*KCBollier*

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09/11/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY  
2686 SPRING ST  
REDWOOD CITY CA 94063

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/06/2001

PRODUCER (650)369-2921 FAX (650)369-2929  
 Boring-Johndrow-Leveroni-Vreeburg, Inc.  
 Insurance Services  
 845 Marshall St  
 Redwood City, CA 94063

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

INSURER A: Great American 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PAC2254572	07/01/2001	07/01/2002	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	PAC2254572	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

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

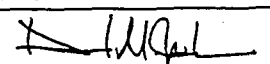
RE: All California Operations.

San Mateo County Mental Health Services is named Additional Insured with regard to General and Auto Liability.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER | CANCELLATION

San Mateo County Mental Health Services  
 ATTN: Mary Vozikes  
 225 W. 37th Avenue  
 San Mateo, CA 94403

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  
 Daniel Johndrow/JMB 



**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

SEPTEMBER 6, 2001

GROUP:  
POLICY NUMBER: 1642195-2001  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 07-01-2002  
07-01-2001/07-01-2002

MENTAL HEALTH SERVICES DIVISION OF  
SAN MATEO COUNTY  
225 W. 37TH AVE.  
SAN MATEO CA 94403

ATTN: MARY VOZIKES

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

EMPLOYER

MENTAL HEALTH ASSOCIATION OF SAN MATEO C  
2686 SPRING ST  
REDWOOD CITY CA 94063