

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

**COMMUNITY WORKING GROUP, INC.**

**TO ASSIST IN THE DEVELOPMENT OF THE OPPORTUNITY CENTER OF THE  
PENINSULA**



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

**AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"),  
AND  
COMMUNITY WORKING GROUP, INC. ("Contractor"),  
TO ASSIST IN THE DEVELOPMENT OF THE  
OPPORTUNITY CENTER OF THE PENINSULA**

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

**WITNESSETH**

**WHEREAS**, pursuant to Section 570.201 of Title 24 of the Code of Federal Regulations regarding 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 by public agencies; and

**WHEREAS**, pursuant to the National Affordable Housing Act of 1990, Public Law 101-625, federal funds through the HOME Investment Partnerships Act may be used to assist eligible housing development activities; and

**WHEREAS**, Community Working Group applied for funding assistance under the FY 2001-02 and 2002-03 CDBG and the FY 2002-03 HOME Programs to develop the Opportunity Center of the Peninsula, a multi-service center for homeless persons and families, and which includes 95 units of transitional and permanent housing for singles and small families ("Project"); and

**WHEREAS**, the Opportunity Center, while located just outside the County of San Mateo in the City of Palo Alto, meets both CDBG and HOME Program requirements for funding projects outside the respective program funding jurisdictions, as Project is expected to draw clients from the County of San Mateo and will be jointly funded by HOME Program dollars from both San Mateo and Santa Clara jurisdictions; and

**WHEREAS**, on April 24, 2001 and April 30, 2002, the Board of Supervisors, respectively, approved CDBG funding for FY 2001-02 and 2002-03, which included respectively \$100,000 and \$50,000 for the Opportunity Center Project; and

**WHEREAS**, on June 4, 2002, the Board of Supervisors approved HOME funding for FY 02-03 which included another \$300,000 funding for the Project; and

**WHEREAS**, total County CDBG and HOME funding of \$450,000 has been allocated for the Opportunity Center project, which is currently estimated to cost a total of \$21.2 million;

**NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

<b><u>CONTRACT AMT:</u></b> \$450,000.00	<b><u>CONTRACT TERM</u></b>	
	<b>Start Date :</b>	Upon Date of Last Party to Execute Contract
	<b>End Date :</b>	Thirty (30) years from effective date of the HOME Deed Restriction
<b><u>COUNTY REPRESENTATIVE</u></b> Steve Cervantes Director Office of Housing 262 Harbor Blvd., Bldg A Belmont, CA 94002 650 802-5050      Fax: 650 802-5049	<b><u>CONTRACTOR REPRESENTATIVE</u></b> Don Barr, President Community Working Group, Inc. c/o 948 Ramona Street Palo Alto, CA 94301 650 323-2132      Fax: 650 331-2136	

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 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 Human 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 Four Hundred Fifty Thousand Dollars ( \$450,000.00).

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 at any time 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 being 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 all reasonable 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' 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 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 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) develop 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 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 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 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.

## 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 Human 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.

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

COMMUNITY WORKING GROUP, INC.

By: Donald A Barr, President  
Print Name & Title  
Donald A Barr  
Signature

Date: 5/13/02

Tax ID #: 74-0446309

**Exhibit A - Page 1**  
**PROGRAM/PROJECT DESCRIPTION**

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**A. Activities**

1. Funds of \$450,000 provided under this Agreement are provided through two HUD programs: \$150,000 from the FY 01-02 and 02-03 Community Development Block Grant (CDBG) Program; and \$300,000 from the FY 02-03 HOME Program. These funds shall be used to assist in the development of the Opportunity Center of the Peninsula, a multi-service center which will include 95 units of transitional and permanent housing for singles and small families ("Project"). The Project is located at 33, 39, and 45 Encina Way, Palo Alto, more fully described in Exhibit F.

The housing component will provide 95 units as shown below:

	# Family Units	# Single Units	# Manager Unit	TOTAL
Transitional Housing (up to 24 month stay)	15 (1-bdrm units)	19 (SROs)	0	34
Permanent Housing	8 (2-bdrm units)	52 (SROs)	1 (1-bdrm unit)	61
<b>TOTAL</b>	<b>23</b>	<b>71</b>	<b>1</b>	<b>95</b>

2. Contractor is collaborating with a number of parties to develop the Project and to provide services. The Housing Authority of the County of Santa Clara and the Palo Alto Housing Corporation will develop the Project, with input from the Corporation for Supportive Housing. InnVision and Clara-Mateo Alliance will develop a services plan, including the administration of on-site services. InnVision will be the Services Management Agency. Clara-Mateo Alliance will be responsible for coordinating the women and children's services center.
3. Funds provided under this Agreement may be used for the following: assist in real property acquisition and/or to reimburse Contractor for property acquisition in compliance with HUD regulations, and for other eligible costs, including eligible predevelopment and construction costs. Prior to actual expenditure of funds, Contractor shall provide County with a more definitive schedule of uses of County CDBG and HOME funds, which schedule shall be subject to approval by the Director of Housing.
4. Project is located in the City of Palo Alto, Santa Clara County. As such, Project is outside the CDBG Urban County and the San Mateo County HOME Consortium jurisdictions. Under certain circumstances, HUD allows funding under both programs to be used outside a jurisdiction's boundaries. For CDBG, the test is if the Project provides reasonable benefits to residents of the CDBG jurisdiction; for HOME, the test is if the project is jointly funded by HOME Program funds by both the host jurisdiction in which the Project is located and the adjacent jurisdiction (in this case, San Mateo County), and serves residents from both jurisdictions. Project meets both the CDBG and HOME criteria for funding outside activities - Project is estimated to draw 30% of its clientele from San Mateo County. The County of Santa Clara has committed HOME dollars of \$500,000 toward the Project. As the City of Palo Alto

**Exhibit A - Page 2**  
**PROGRAM/PROJECT DESCRIPTION**

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does not receive its own allocation of HOME funds, Contractor intends to apply for State HOME funds in late 2002. Palo Alto has committed CDBG funds toward the Project.

5. Total Project development costs are currently estimated at \$21.2 million. County funds will be used to leverage other funding, including the following committed to date: \$1 million Packard Foundation; \$250,000 Peninsula Community Foundation; \$480,000 City of Palo Alto CDBG; \$400,000 McKinney Supportive Housing Program; \$100,000 various other contributions, and \$500,000 County of Santa Clara HOME dollars. Project is expected to be financed by additional City of Palo Alto CDBG funds of \$550,000; Santa Clara Housing Trust funds, low income housing tax credits, and private donor contributions, among others.
6. Contractor shall fully expend funds provided under this Agreement in behalf of Project no later than June 30, 2006. Should Contractor need time beyond that date to expend funds, Contractor shall make a written extension request to the Director of the County Office of Housing, describing the circumstances caused the need for an extension. Should the Office of Housing not approve the extension for drawdown of the funds, the unexpended balance shall be used to reduce the principal owed on the Note described below in Section D.

**B. HOME Program Requirements**

Eleven (11) of the units in the Project shall be HOME-assisted units in accordance with the following provisions:

1. **HOME Definitions** - the following definitions and dollar amounts stated in these definitions may be adjusted from time to time based action by the United States Department of Housing and Urban Development ("HUD") or any successor agency, and any such adjustments shall be incorporated by reference into this Agreement.
  - a. **High HOME Rent** is rent that does not exceed the lesser of (1) the Section 8 Fair Market Rents (FMRs), as established by HUD under 24 CFR Part 888, for existing housing minus tenant-paid utilities, or (2) 30% of annual income for households at the HOME income limit for San Mateo County, adjusted for family size, less tenant-paid utilities, which amount is presently calculated by San Mateo County at 120% of the Low HOME Rent as defined below.

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

The High HOME Rents (assuming landlord paid utilities) for 2002 of this Agreement are:

<u>Studio</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>
\$1,067	\$1,145	\$1,374	\$1,588	\$1,478

**Exhibit A - Page 3**  
**PROGRAM/PROJECT DESCRIPTION**

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- c. Low HOME Rent is rent that is 30% of annual income for households at the Very Low Income limit for San Mateo County, adjusted for family size, minus tenant paid utilities.

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

The Low HOME Rents (assuming landlord paid utilities) for 2002 of this agreement are:

<u>Studio</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>
\$891	\$954	\$1,145	\$1,323	\$1,476

- d. Very Low Income is the qualifying income with adjustments for family size, for very low income households as established by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. These income limits are adjusted from time to time.

The Very Low Income limits as of 2002 are:

Fam. Size	1	2	3	4	5	6
Income	\$35,650	\$40,700	\$45,800	\$50,900	\$54,950	\$59,050

- e. HOME Income is income at 120% of the Very Low Income adjusted for family size as calculated by HUD and adjusted from time to time.

The HOME Income limits as of 2002 are:

Fam. Size	1	2	3	4	5	6
Income	\$42,750	\$48,840	\$54,960	\$61,080	\$65,940	\$70,860

2. Rent and Occupancy Restriction

**At least 20% of the HOME assisted units** (i.e. at least 3 units) must be occupied by households whose income does not exceed the Very Low Income limit as specified above, as such limit may be adjusted from time to time by HUD or any successor agency. The rent on said units, including tenant paid utilities, may not exceed the Low HOME Rent specified above, as such rent may be adjusted from time to time by HUD or any successor agency.

**All remaining HOME assisted units** must be occupied by households whose income does not exceed the HOME Income Limit as specified above, as such limit may be adjusted from time to time by HUD or any successor agency. The rent on said units, including tenant paid utilities, may not exceed the High HOME Rent, as such rent may be adjusted from time to time by HUD or any successor agency.

**Exhibit A - Page 4**  
**PROGRAM/PROJECT DESCRIPTION**

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The specific units affected by this Agreement shall be "floating" units, that is, there shall be no specified HOME-assisted units as long as there are a minimum number of units occupied in compliance with the HOME requirements specified above.

In the event that the income of a qualifying tenant increases so that the tenant no longer meets the income criteria, the Developer will be allowed a variance to the income criteria of this Agreement until such time as said formerly qualifying tenant vacates the unit, or another unit of comparable size in the Project becomes available, at which time that unit must be rented to a qualifying tenant and the restriction shall transfer to the new unit.

**3. Deed Restriction**

In compliance with the requirements of the HOME Program, which is providing funding for this project, a Deed Restriction containing the "HOME Program Requirements" as specified in this Agreement shall be recorded against the real property to which this Agreement pertains. The term of said Deed Restriction shall be for Fifty-Five (55) years, beginning from the time the Project receives a Notice of Occupancy or Notice of Completion, whichever occurs earlier. The Deed Restriction shall stand independent of this Agreement and its terms and conditions shall survive the expiration of this Agreement.

**C. CDBG Program Requirements**

All remaining units in the Project beyond the HOME-restricted units described above, shall be occupied by and affordable to Very Low and Low Income households as defined above. The manager's unit shall be excluded from this provision.

**D. 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 in an amount equal to Four Hundred Fifty Thousand Dollars (\$450,000) to secure the performance of all terms and conditions of this Agreement. The Deed of Trust shall be secured by subject property described in Exhibit F and be recorded in the Office of the Recorder of the County of Santa Clara.

The term of the Note and Deed of Trust shall begin from the date of execution and extend for not less than Thirty (30) Years, beginning from the effective date of HOME affordability deed restriction referred to in Section B.3. of this Exhibit. The Note and Deed of Trust shall be executed prior to any disbursement of funds under this Agreement.

**E. Repayment**

Unless otherwise agreed to in writing between Contractor and the Director of Housing, repayment shall be according to the following terms. Prior to any disbursement of funds,

**Exhibit A - Page 5**  
**PROGRAM/PROJECT DESCRIPTION**

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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.

Beginning in the fifth year of Project operations, Contractor shall make interest-only payments to County plus 50% of Surplus Cash based on the previous year's Project operations, defined below. Surplus Cash shall be applied first to accrued interest and secondly toward reduction of principal.

Surplus Cash

Surplus cash shall be defined as follows:

All rental and incidental income from Project, but excluding tenant security deposits (and any interest earned on said deposits) and capital contributions by Project Owners or its partners, less the following to the extent consistent with an annual independent financial audit to be provided by Contractor or Project Owners: all actual Project operating expenses, utilities, maintenance expenses, real estate taxes, operating reserves not to exceed 3% of operating expenses, replacement reserves not to exceed 0.6% of actual hard cost of construction, property management fee not to exceed 6% of gross effective income, principal and interest paid on loans in superior position to the County loan.

The annual audit must indicate that the operating and replacement reserves were actually funded before Project can include these amounts in the calculation to determine Surplus Cash. If the reserve amounts actually taken exceed the above allowances, Contractor or Project Owners shall obtain approval from County in writing to allow Project to include the higher reserve amounts in the calculation for Surplus Cash. Depreciation will not be allowed as an operating expense for purposes of calculating Surplus Cash.

A copy of the annual independent financial audit shall be delivered to the County not later than 120 days after the end of Project's fiscal year. Payment to the County out of Surplus Cash flow shall be delivered to the County not later than 120 days after the end of each fiscal year beginning in the fifth year of Project operations described earlier.

**F. Prepayment**

Prepayments 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

**Exhibit A - Page 6**  
**PROGRAM/PROJECT DESCRIPTION**

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the subject property or any interest therein by Contractor, the entire principal balance of the Note, including any accumulated interest, shall be immediately due and payable. With the prior written consent of the County, the County Note may be assumed or transferred if the property that is the subject of this Agreement is transferred to an owner who continues an eligible CDBG/HOME 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 as provided in Exhibit E herein, the Contractor will be in default of the terms and conditions of this Agreement as well as the Note, and 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.

**I. Title Policy**

For real property that is the subject of this Agreement, Contractor shall, when immediately feasible, secure a lender's 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 costs for any new financing, and shall pay any applicable transfer taxes.

**J. Fire and Extended Coverage**

Contractor at its costs shall maintain the improvements that is the subject of this agreement a policy of standard fire and extended coverage during the life of the Note and Deed of Trust securing this Agreement, or any subsequently executed document which replaces the Note and Deed of Trust, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the 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



**Exhibit A - Page 7**  
**PROGRAM/PROJECT DESCRIPTION**

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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.

**K. 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; and
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

County, through the Human Services Agency, of which the Office of Housing is a unit, 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.

**Exhibit B - Page 1**  
**METHOD AND RATE OF PAYMENT TO CONTRACTOR**

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Disbursement of County Funds

1. Prior to County expenditure of funds, Contractor shall provide for County review and approval a schedule delineating more specific uses of funds provided under this Agreement, which schedule shall be subject to approval by the Director of the Office of Housing.
2. Funds used for property acquisition shall be deposited directly with an escrow holder, together with enabling escrow instructions. Escrow shall be held by a mutually agreed-upon escrow holder. Contractor shall request in writing the amount necessary for County to deposit into escrow, such amount not to exceed the funds provided under this Agreement.
3. For other eligible uses of funds under this Agreement, payment by County to Contractor shall be made on a reimbursement basis upon claims for reimbursement submitted by Contractor to County. Requests for reimbursement shall include copies of warrants, canceled checks, or other proof of the expenditures. Contractor shall certify in writing that the specific activities or services for which reimbursement is being requested have been satisfactorily completed. County reserves the right to verify such completion prior to payment to Contractor.
4. Payments may be made directly to authorized third parties upon written request to the Director of Office of Housing. No direct payment shall be made unless Contractor certifies in writing that the services have been satisfactorily performed, that the payments are proper, and that all funds to be expended are on behalf of and exclusively for the Project.
5. Requests for payment involving rehabilitation or construction shall have a portion of the payment withheld as retention. The percentage of retention shall be jointly approved by the County and Contractor, but shall be not be less than Ten Percent (10%) of each payment request. Said retention shall be held for at least 35 days after completion of the project and shall be released after receipt from the construction contractor of all necessary executed lien releases in a form acceptable to the County.
6. 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.
7. No requests for reimbursement will be honored until all reports required under Exhibit D have been received by the Office of Housing.

**Exhibit C - Page 1**  
**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.

Donald A. Barr  
Name of 504 Person (type or print)

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

Date: 5/13/02

By: Donald A. Barr, President  
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 - Page 1**  
**PROGRAM MONITORING**

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Reporting

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, sex and handicap status, if any, of the head of household.

Contractor shall submit a quarterly report within 30 days of the end of each quarter which shall detail the status of the Project. The report shall be in the form of a narrative description of all activities performed in relation to the project including all predevelopment. The report shall include a project timeline and indicate the status of the Project relative to this timeline. Contractor must document any changes from the timeline submitted with the original application. This report requirement is in addition to any information submitted with requests for reimbursement.

Audit

In accordance with Paragraph 11 of this Agreement, upon reasonable notice, County, the United States Department of Housing & Urban Development ("HUD"), the Comptroller General of the United States, or any other relevant monitoring agencies, or successor 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 - Page 1**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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**1. BREACH OF AGREEMENT**

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 material breach of this Agreement and may be cause for termination at the election of County or upon the direction of 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 any previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition the waiver on payment by Contractor of actual damages occasioned by such breach of Agreement.

**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 any other breach.

**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 - Page 2**  
**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 - Page 3**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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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.

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.

**Exhibit E - Page 4**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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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 E - Page 5**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**HOUSING & COMMUNITY DEVELOPMENT**

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**33 Encina Way, Palo Alto**

REAL PROPERTY in the City of Palo Alto, County of Santa Clara, State of California, described as follows:

Lot 6 and Southeasterly 10 feet, front and rear measurements of Lot 7, as shown on that certain map entitled, Map of Greer Homestead in the Rancho Rinconada de Arroyo San Francisco," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on May 6, 1907, in Book L Of Maps, Page(s) 79.

APN: 120-33-009

**39 Encina Way, Palo Alto**

(To be obtained from Contractor)

**45 Encina Way, Palo Alto**

(To be obtained from Contractor)

Fingerprinting Certification

AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
("County")  
AND  
COMMUNITY WORKING GROUP, INC.  
("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.

Donald A Barr

Signature

Donald A Barr

Name (please print)

President

Title (please print)

5/13/02

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: COMMUNITY WORKING GROUP, INC.

Contact Person: Don Barr, President

Address: c/o 948 Ramona Street  
Palo Alto, CA 94301

Phone Number: 650 323-2132 Fax Number: 650 331-2136 or 725-5451

II Employees

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

Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes X 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 13 day of May, 2002 at Palo Alto, CA  
(City) (State)

Donald A Barr  
Signature

Donald A Barr  
Name (please print)

President  
Title

74-0446309  
Contractor Tax Identification Number

Office of Housing  
MEMORANDUM

DATE: June 4, 2002  
TO: Priscilla Harris Morse, Risk Manager  
FROM: Marina Yu PHONE: 802-5039 FAX 802-5049 PONY HSA 209  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Community Working Group

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: -0-

DUTIES (SPECIFIC):

Contract provides \$10,000 to assist contractor to provide certain case management services to its clients.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Contractor has no staff. Contractor was set up exclusively to develop and operate a single development - the Opportunity Center of the Peninsula, to be 95 units of transitional and permanent housing for singles and small families; and a ground floor service center. Contractor achieves its work by hiring one set of consultants to develop the project and a separate consultant to perform the services once the project is built. Contractor's role is to oversee project development and operations through consultants. Therefore Contractor has only General Liability Insurance and Directors and Officers Insurance. Please approve and waive motor vehicle and workers' comp. Thanks.

*Priscilla Morse*  
SIGNATURE

6/5/02  
Date

PONY EPS 163	SUBMIT TO RISK MANAGEMENT	FAX 363-4864
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# CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
Insurance by Allied Brokers-1  
630 Cowper Street  
Palo Alto CA 94301  
Phone: 650-328-1000 Fax: 650-324-1142

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**  
Community Working Group  
Attn: Donald Barr  
555 Bryant Street #321  
Palo Alto CA 94301

INSURER A: Scottsdale Insurance  
INSURER B: Philadelphia 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
B	GENERAL LIABILITY	CLS648002A	06/14/02	06/14/02	EACH OCCURRENCE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Directors & Office				FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:	PHSD020387	12/27/01	12/27/02	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS 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  
 The holder of this certificate is named as Additional Insured as their interest may appear.

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED; INSURER LETTER: A**  
 COUNTY San Mateo  
 County of San Mateo  
 Attn: Marina Yu  
 650-802-5049

**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  
