

**SECOND AMENDMENT
TO
AGREEMENT BETWEEN SAN MATEO COUNTY
AND
THE LESLEY FOUNDATION
TO PROVIDE FUNDING FOR DEVELOPMENT OF AFFORDABLE
SENIOR HOUSING**



HSA Contact Person:
Marina Yu
HCD Specialist III
802-5036

**SECOND AMENDMENT
TO
AGREEMENT BETWEEN SAN MATEO COUNTY
AND THE LESLEY FOUNDATION TO PROVIDE FUNDING FOR
DEVELOPMENT OF AFFORDABLE SENIOR HOUSING**

THIS AGREEMENT is made and entered into this ____ day of _____, 2002, by and between the County of San Mateo ("County"), a political subdivision of the State of California, and The Lesley Foundation, a California nonprofit corporation("Contractor"):

WITNESSETH

WHEREAS, the County provided \$1,202,269 of CDBG and HOME funds over a two-year period to the Contractor to assist in the development of 64 units of senior housing in Half Moon Bay ("Project"); and

WHEREAS, this funding was approved by an agreement and subsequent amendment in the following amounts: \$629,640, on October 19, 1999, by Resolution Number 63137 ("Agreement"); and \$572,629 on March 6, 2001, by Resolution Number 64285 ("First Amendment"); and

WHEREAS, the Contractor has retained Mid-Peninsula Housing Coalition (MPHC) as development consultant, to develop the Project; and

WHEREAS, due to unforeseen costs related to mounting construction costs in the San Francisco Bay Area and the Coastsides in particular, the Contractor in early 2002 requested off-cycle CDBG funds of another \$1 million ("Additional Funding Request"); and

WHEREAS, the Contractor has successfully obtained another \$1.5 million from the United States Department of Housing and Urban Development ("HUD") Section 202 Program for Senior Housing Development, resulting in a total Section 202 allocation of \$7.4 million for the Project; and

WHEREAS, the Office of Housing internal loan review committee approved the Additional Funding Request in February 2002 pending County receipt of loan repayments from other MPHC projects, as these repayments would be used to partially offset the Additional Funding Request; and

WHEREAS, MPHC has made the above-mentioned repayments to the County in early FY 2002; and

WHEREAS, the Parties desire to enter into this Second Amendment to Agreement in order to increase the amount of funds provided by the County from to \$1,202,269 to \$2,202,269;

NOW THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

1. Paragraph 4 ("Payments"), Section A of the Agreement, as amended by the First Amendment, is further amended in its entirety to read as follows:

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 Two Million Two Hundred Two Thousand, Two Hundred Sixty Nine Dollars (\$2,202,269) for the contract term.

2. The text under Paragraph 8, Non-Discrimination, shall be replaced in its entirety with the following:

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.

3. The text under Paragraph 9, Child Abuse Reporting, shall be replaced in its entirety with the following:

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.

4. Exhibit A to the Agreement, as amended in the First Amendment, is further amended again as follows:

(1) Subsections 1 and 2 of Paragraph A ("Activities"), shall be replaced in their entirety with the following:

1. Funds of \$2,202,269 provided under this Agreement are provided through the CDBG and HOME programs as shown below:

	FY 99-00	FY 00-01	FY 01-02 *	FY 02-03 **	TOTAL
CDBG	\$400,000	\$272,629	\$452,220	\$547,780	\$1,672,629
HOME	\$229,640	\$300,000	\$0	\$0	\$529,640
TOTAL	\$629,640	\$572,629	\$452,220	\$547,780	\$2,202,269

The FY 01-02 and 02-03 funds comprise the \$1 million additional funding.

- * FY 01-02 CDBG funds consist of \$72,220 CDBG Housing Set-Aside Funds and \$380,000 reprogrammed funds from CDBG allocation to premature project (Arroyo San Carlos).
** FY 0-03 CDBG program income (loan repayments) from Moonridge (\$282,069) and Main Street II (\$265,711)

These funds shall be applied toward real property acquisition, for related closing and other eligible costs, for the development of 64 units of affordable senior housing located at Main Street and Arnold Way in the City of Half Moon Bay ("Project"). The additional \$1 million of CDBG funds may be applied toward various eligible soft costs, including permits and fees.

2. Purchase price of real property in connection with Project is \$809,797. Subject property is described in **Exhibit F**.

(2) A new Paragraph K is added to Exhibit A to read:

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;

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

County, through the Human Services Agency, 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.

(3) All other provisions of Exhibit A remain as stated in the Agreement, as amended by the First Amendment.

5. A new Exhibit G, Equal Benefits Compliance Declaration, is added and attached to this Amendment. Exhibit G is incorporated by reference into the Agreement.

6. HUD-Required Provisions:

(1) A new Exhibit H, HUD-Required Provisions, shall be attached to and incorporated by reference in the Agreement, the Declaration of Restrictive Covenants, and Promissory Note. If HUD requires changes to the HUD provisions contained in the Addendum to the Deed of Trust, such changes shall also be incorporated.

(2) The 40-year term of the Promissory Note and the Declaration of Restrictive Covenants shall run concurrently with the 40-year term of the HUD Note and Use Agreement for the HUD Section 202 funding, the major funding source for the Project.

(3) The assignment of the loan from Contractor to Main and Arnold Senior Housing, Inc., as provided by Paragraph G of Exhibit A of Agreement, and the subordination of the County loan documents to the HUD Section 202 documents ("Capital Advance Documents") shall be evidenced in recorded instruments required by HUD.

7. All other provisions of the Agreement, as amended by the First Amendment, shall remain unchanged and binding on the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Amendment to Agreement on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President, Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

THE LESLEY FOUNDATION

By: Frank A. Baldanzi
Signature

FRANK A. BALDANZI, SECRETARY
Print Name & Title

Date: August 30, 2002

Tax ID #: D-0196581

Exhibit G - Page 1

Equal Benefits Compliance Declaration

I Vendor Identification

Name of Contractor: The Lesley Foundation

Contact Person: Sara Lambert

Address: 209 Second Street
San Mateo, CA 94401

Phone Number: 650 579-7010

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 30 day of August, 2002 at San Mateo, California

Frank A. Baldanzi

Signature

SECRETARY

Title

FRANK A. BALDANZI

(City) (State)

Name (please print)

D-0196581

Contractor Tax Identification Number/

EXHIBIT H - HUD-Required Provisions

The following are HUD-required provisions to be included in legal documents for other financing on housing developments assisted with HUD 202 Program funds.

The HUD-required provisions for the Agreement between the County and the Contractor to Provide Funding ("Agreement"), dated October 19, 1999, as amended, and for the Declaration of Restrictive Covenants shall be the same as the Addendum to the Deed of Trust (the latter two documents executed on April 26, 2001 and recorded on April 27, 2001 in the County Recorder's Office), except for the addition of the following provisions for the Agreement:

Approval of Property Management Agent. Approval by HUD of the property management agent shall be deemed to be approval by County.

HUD-Required Provisions for the Promissory Note in favor of the County.

Notwithstanding any other provision of the Promissory Note:

(a) All of the Holder's rights and powers under the Note shall be subordinate and subject to the rights of HUD under the HUD Capital Advance Documents;

(b) So long as the HUD Capital Advance Documents are in effect and the Property is subject to the provisions of HUD's 202 program, (i) all payments of principal and/or interest due and payable under this Note shall be made only from available residual receipts as that term is defined in the Section 202 Capital Advance requirements and definitions and only (and any exception hereto only) after HUD's written approval; (ii) this Note shall not be prepaid and does not become due and payable in whole or in part until the Section 202 Capital Advance mortgage and note is fully amortized, except that payments may be made on this Note prior to full amortization of the Capital Advance mortgage and note from available residual receipts, as that term is defined in the Capital Advance Documents and only after obtaining the prior written approval of HUD, (iii) no default under this Note may be declared without the prior written consent of HUD, (iv) nothing in this Note shall be construed to interfere with or conflict with HUD requirements concerning the development of the Project or operation thereof; nor can the Holder in any way jeopardize the continued operation of the Project on terms at least as favorable to existing as well as future tenants, and the Holder's compliance with HUD's requirements satisfies the requirements of the Holder; (v) HUD approval of a Transfer of Physical Assets ("TPA") constitutes approval by the Holder of a transfer of Project or interest therein; (vi) the remedies of the Holder for the Borrower's default are subordinate to the rights and remedies of HUD under the HUD Capital Advance Documents, and (vi) in the event of the appointment of a receiver in connection with this Note, no revenue collected by the receiver shall be utilized to pay any amount due and payable under this Note except from residual receipts, if any, as defined in the HUD Capital Advance Documents, the receiver shall operate the Project in accordance with the HUD Capital Advance documents and the Holder shall not be the receiver. The Holder shall have no claim and will not later assert any claim for payment against the mortgaged Property, the proceeds of the HUD capital advance, any reserve or deposit required by HUD and deposited with HUD or another in connection with the capital advance transaction, or against the rents or other income from the mortgaged Property; and (viii) there shall be no amendment to, sale of, transfer of, assignment of, addendum to, termination of

rescission of, a side agreement, if any, between the Holder and Borrower in connection with, or any other transaction relating to this Note without the prior written approval of HUD;

(c) There shall be no amendments to this Note without the prior written approval of HUD; and

(d) There shall be no assignment, renewal, extension or termination of any rights or obligations under this Note without the prior written approval of HUD.



ADDENDUM TO DEED OF TRUST

This Addendum to Deed of Trust is made part of and incorporated into the Deed of Trust executed among Main and Arnold Senior Housing, Inc. ("Trustor"), the County of San Mateo ("Beneficiary"), and U.S. Escrow Trust Deed Collections ("Trustee"), in connection with the senior housing project developed by Trustor in the City of Half Moon Bay (the "Project").

Beneficiary, Trustor, and Trustee hereby agree as follows:

1. Subordination

Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this Deed of Trust are subordinate and subject to the rights of the U.S. Department of Housing and Urban Development ("HUD") under that certain Deed of Trust with Assignment of Rents (the "First Deed of Trust") for the benefit of the United States of America acting by and through the Secretary of Housing and Urban Development ("Secretary"), that certain Capital Advance Program Regulatory Agreement (the "HUD Regulatory Agreement"), and that certain capital advance Program Use Agreement (the "Use" Agreement), both recorded concurrently herewith or to be recorded in the future in the Official Records of San Mateo County, California (the First Deed of Trust, the HUD Regulatory Agreement and Use Agreement, and Capital Advance Agreement to be entered into between HUD and Trustor, are collectively referred to herein as the "HUD Documents"). This Deed of Trust is subject and subordinate to the HUD Documents, the provisions of Section 202 of the National Affordable Housing Act, and HUD regulations, during the term of the HUD Documents or during the period that title to the land is held by HUD. During such period:

- a. The HUD Documents may be amended, extended, renewed, assigned, or superseded without the Beneficiary's consent;
- b. The Beneficiary shall not declare a default under this Deed of Trust or foreclose without prior written consent of HUD;
- c. The Project will be constructed and operated in conformance with the provisions of the Section 202 Program and all regulations and administrative requirements relating to such statute. In the event of any conflict between this Deed of Trust and the provisions of any HUD regulations, related administrative requirements or capital advance documents (including, but not limited to the HUD Documents), the HUD regulations, related administrative requirements or capital advance documents shall control;
- d. HUD approval of a transfer of the Project as defined in Section 4 of the Use Agreement shall be deemed to constitute approval of the Beneficiary to such transfer;
- e. This Deed of Trust shall not be amended in a manner which has a substantive impact on HUD's right under the Section 202 Program, or assigned, without prior written approval of HUD;
- f. Enforcement of the provisions of this Deed of Trust shall not result in any claim against the Project, the capital advance program, any reserve or deposit required by HUD in connection with the capital advance, or the rents or other income from the Project other than residual receipts authorized for release by HUD;
- g. In the event that any restrictions on occupancy, use and rents at any time exceeds HUD's restrictions on occupancy, or rents or otherwise affects the financial viability of the Project (i.e.,



impairs the Trustor's ability to sustain a level of income sufficient to meet all financial obligations of the Project, including HUD required escrows and operating expenses) HUD reserves the right to void such restrictions for as long as it deems necessary;

- h. Compliance by Trustor with HUD requirements shall constitute compliance with this Deed of Trust;
- i. Nothing in this Deed of Trust shall be construed to interfere with or conflict with HUD requirements concerning the development or operation of the Project;
- j. Notwithstanding any other terms of this Deed of Trust, so long as the Property is subject to the First Deed of Trust, the HUD Regulatory Agreement, the provisions of Section 202 of the National Affordable Housing Act, and HUD regulations, approval of HUD of a transfer shall constitute approval by Beneficiary.

2. Rights to Rents Collected

Beneficiary, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of the Beneficiary as mortgagee-in-possession, in any action by the Beneficiary, its successors and assigns, to foreclose the mortgage, no rents, revenue or other income of the Project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal, or any other charges due and payable under this Deed of Trust, except from residual receipts, if any, as the term is defined in the HUD Regulatory Agreement; and further, the receiver or mortgagee-in-possession shall operate the Project in accordance with all the provisions of the First Deed of Trust and the HUD Regulatory Agreement and Use Agreement.

3. Deed-in-Lieu of Foreclosure

In the event the Secretary acquires title to the Project by a deed-in-lieu of foreclosure, the lien of this Deed of Trust will automatically terminate. The Beneficiary of this Deed of Trust may cure a default under the First Deed of Trust prior to a conveyance by a deed-in-lieu of foreclosure. The Secretary may give written notice to the Beneficiary of this Deed of Trust of a proposed tender of title in the event the Secretary decides to accept a deed-in-lieu of foreclosure.

4. Trustor's Notice to Beneficiary

Notwithstanding the above requirements, in the event that Trustor contemplates executing a deed-in-lieu foreclosure, the Trustor shall first give the Beneficiary thirty (30) days prior written notice.

5. No Amendments

No amendments which have a substantive impact on HUD's rights as senior lender shall be made to this Deed of Trust, and in particular to the Addendum to Deed of Trust, without the prior written consent of the Secretary.

County of San Mateo

By:
MARINA YU

Its: HCD Speciated III (Proj. 11)

Date: April 26, 2001

Main and Arnold Senior Housing, Inc.

By:
WALTER JOSEPH MCCULLOUGH

Its: President

Date: _____

Office of Housing
MEMORANDUM

DATE: September 23, 1999
 TO: Priscilla Harris Morse, Risk Manager
 FROM: Marina Yu PHONE: 802-5039 FAX 802-5049 PONY HSA 209
 SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: The Lesley Foundation

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

Agreement provides \$629,640 to assist Contractor to purchase land to construct 64-unit senior housing complex in City of Half Moon Bay. Please note Contractor does not have auto liability insurance - their policy is for hired autos and non-owned autos.

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 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:

Please review and approve.

Priscilla Morse

SIGNATURE

9-23-99

Date

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

CERTIFICATE OF LIABILITY INSURANCE

JUL 3 02

PRODUCER
 HEALTH CARE INSURERS INC
 7011 CAMPUS DR. SUITE 200
 COLORADO SPRINGS CO 80920
 PHONE: 719-528-8200
 FAX: 719-528-8323

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

INSURED
 THE LESLEY FOUNDATION
 209 2ND AVENUE
 SAN MATEO CA 94401

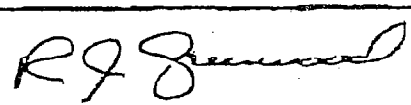
COMPANIES AFFORDING COVERAGE
 COMPANY A: GUIDE ONE INSURANCE COMPANY
 COMPANY B:
 COMPANY C:
 COMPANY D:
 COMPANY E:

COVERAGES

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

CLASS (TR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	1182658	JUL 1 02	JUL 1 03	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fldg) \$ 1,000,000 MED. EXP (Any One Person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG. \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY) AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATU. TOBYLINES OTHER EL. EACH ACCIDENT \$ EL. DISEASE-EA EMPLOYEE \$ EL. DISEASE-POLICY LIMIT \$
A	OTHER: PROFESSIONAL LIABILITY	1182656	JUL 1 02	JUL 1 03	LI \$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SAN MATEO COUNTY IS ADDED AS AN ADDITIONAL INSURED ON THE ABOVE MENTIONED POLICY, BUT LIMITED TO THE FINANCIAL GRANT PERTAINING TO PURCHASE OF LAND

CERTIFICATE HOLDER SAN MATEO COUNTY 282 HARBOR BLVD. BLDG. A BELMONT, CA. 94003	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 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, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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