

**AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND**

The Lesley Foundation

FOR

**Bonnie Brae Terrace Rehabilitation and Upgrades at
2400 Carlmont Drive, Belmont, California**

For the period of

9/1/2003 to 6/30/2004

Contact Person: Pascoe, Norman
Telephone number: (650) 802-5008

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
The Lesley Foundation**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Lesley Foundation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the Bonnie Brae Terrace Rehabilitation and Upgrades at 2400 Carlmont Drive.

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

<u>CONTRACT AMOUNT</u> \$162,000.00	<u>CONTRACT TERM</u>
	Start Date : 9/1/2003
	End Date : 6/30/2004
<u>COUNTY REPRESENTATIVE</u>	<u>CONTRACTOR REPRESENTATIVE</u>
Steve Cervantes	Sarah Lambert
Director Office of Housing	Executive Director
262 Harbor Blvd., Bldg A	209 2nd Avenue
Belmont, CA 94002	San Mateo, CA 94401
(650) 802-5050 Fax: (650) 802-5049	(650) 593-7010

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: Equal Benefits Compliance Declaration Form
- Exhibit D: Monitoring
- Exhibit E: Additional Program Requirements
- Exhibit F: Assurance of Compliance with Section §504
- Exhibit G: Fingerprinting Certification Form

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **(One hundred and sixty two thousand dollars), \$162,000.00.**

4. Term and Termination.

Subject to compliance with all terms and conditions, and except as otherwise provided herein, the term of this Agreement shall be from 9/1/2003 through 6/30/2004.

This Agreement may be terminated by Contractor, the Human Services Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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 contractors 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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Contractor Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

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

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

**County of San Mateo
Steve Cervantes, Director, Office of Housing
262 Harbor Blvd. Bldg. A
Belmont, CA 94002**

In the case of Contractor, to:

**The Lesley Foundation
Sarah Lambert, Executive Director
209 2nd Avenue
San Mateo, CA 94401**

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs-Gibson, President, Board of
Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The Lestey Foundation


Contractor's Signature

Date: September 9, _____

Exhibit A Program/Project Description

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

ACTIVITIES

Funds provided under this Agreement shall be used to pay for eligible costs associated with the rehabilitation of the Bonnie Brae Terrace, hereinafter referred to as "Project", 164 units of senior housing which is located at 2400 Carlmont Drive in Belmont. The County's obligation shall not exceed \$162,000. Balance of funds necessary for completing the required work shall be the responsibility of the Contractor.

Rehabilitation shall include, but not be limited to, repair and upgrade of elevators and the fire alarm system. Contractor covenants that the rehabilitation shall be done in accordance with all federal and local laws and regulations.

SECURITY

Unless agreed upon in writing by the Contractor and the Director of the Office of Housing, Contractor shall execute and deliver a Deed of Trust and a Note in favor of the County in the amount of \$162,000 to secure the performance of all terms and conditions of this contract.

The Note and Deed of Trust shall be for a term of twenty (20) years from the date of execution, and shall be executed prior to any disbursement of funds under this Agreement. The Note shall bear no interest (0%). Upon maturity of the Note under its terms or due to acceleration of the Note upon sale, change of use or default the entire principal balance shall be due and payable to the County.

CHANGE OF USE

Should Contractor cease operating the Project as affordable senior housing, Contractor shall give the County a 30-day written notice of such cessation or change of operations. The County may give written consent, at its sole discretion, for any subsequent replacement use of the Project, and may, at its sole discretion, waive the acceleration of the Note that is triggered by said change in use.

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, Contractor will be in default of the terms and conditions of the Note, and the County may demand immediate and full payment of the Note.

NON-PROFIT STATUS OF CONTRACTOR

Contractor agrees to maintain its status as a non-profit corporation and that its failure to do so shall be grounds for termination of this Agreement.

FIRE AND EXTENDED COVERAGE

Contractor, at its own cost, shall maintain an insurance policy of standard fire and extended coverage during the life of the Note securing this Agreement, or any subsequently executed documents which replace the Note, to the extent of at least the full replacement value of the improvements to the Project. The insurance policy shall be issued in the name 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 fail to undertake the restoration or reconstruction of such improvements within sixty (60) days following any such damage or destruction, there shall be paid and released to the County from such insurance proceeds a sum equal to the cost of clearing the premises in the event Contractor does not at its own expense clear the premises within said period. The balance shall be held to compensate the parties to this Agreement as if the premises were sold.

COMMENCEMENT OF OPERATIONS

Contractor shall commence rehabilitation within twelve (12) months after execution of this Agreement, if not sooner. Failure to meet this condition shall constitute an event of default under the terms of this Agreement. In the event that delays in rehabilitation are caused by acts of God or matters beyond the reasonable control of Contractor, the time period for commencement of rehabilitation shall be extended for an additional period not to exceed twelve (12) months.

Exhibit B
Method and Rate of Payment to Contractor

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following:

DISBURSEMENT OF FUNDS

The loan proceeds shall be disbursed as follows:

Upon written request to the Director of the Office of Housing, payments shall be made directly to authorized third parties. No direct payment shall be made until 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. In the event Contractor has made direct payment to the third party, a reimbursement payment shall be made to Contractor upon receipt of an itemized invoice and evidence of payment by Contractor.

None of the loan funds shall be used for salary, fringe benefits or other compensation of employees of Contractor and/or its affiliates. In no case, shall the County recognize any request for payment which exceeds the \$162,000 set aside for this project. Any payments requested for that are beyond this amount shall be the sole responsibility of Contractor.

Payments from this set aside shall only be to a licensed Contractor selected by the Lesley Foundation. A project specific Contract shall be executed by the Lesley Foundation and its selected Contractor prior to the payment of any monies from the set aside funds under this Agreement. The Lesley Foundation understands that the Construction Contract is between themselves and their selected contractor and that the County does not warranty the work of any Contractor or other professional persons employed under the Lesley Foundation.

Payment to the Contractor shall be made on a reimbursement basis, upon presentation by the Contractor of an invoice, or invoices; provided that the maximum amount payable under this Agreement shall not exceed \$162,000.

Contractor shall provide, with submitted invoices, a report of activity. Whether or not an invoice is submitted, Contractor shall submit an activity report every quarter providing an update on the status of the project, in addition to any other County required reports.

Final invoice will be paid following an inspection by Office of Housing staff and receipt of a completion letter from the Lesley Foundation. The County reserves the right, under the Director of the Office of the Housing to be the final authority for payment and for determining the completion of all items specified under the Contract. Within 90 calendar days of the execution of this agreement by the County, the Contractor shall submit to the County an Audit Report for FY 2002-03.

EXCEPTIONS:

1. Contractor shall incur no expenses under this Agreement for which reimbursement is sought prior to September 1, 2003.
2. County shall not honor any requests for reimbursement under this Agreement for work which pre-dates September 1, 2003.
3. Contractor shall incur no expenses under this Agreement for work begun after June 30, 2004. Final authority for deciding validity of requests for reimbursement shall rest with the County.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: The Lesley Foundation
Contact Person: Sarah Lambert, Executive Director
Address: 209 2nd Avenue
San Mateo, CA 94401
Phone Number: (650) 579-7010
Fax Number: (650) 579-7759

II Employees

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

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) , and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature (Handwritten)

Sarah Lambert
Name (Please Print)

Executive Director- The Lesley Foundation
Title

September 9, 2003
Date

Exhibit D Monitoring

Contractor shall submit to the County (Office of Housing) a **Quarterly Performance Report** within 30 days of the end of each quarter. This quarterly report shall consist of two parts:

1. Performance Log to be submitted on a form provided by the County Office of Housing, which shall provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter. The Log shall further contain information on referral source of the beneficiaries.
2. Performance Summary to be submitted on a form provided by the County Office of Housing, which shall summarize the number of clients served by their ethnicity and income.

Sample forms are attached at the end of this Exhibit D and can be e-mailed to Contractor upon request.

Contractor shall maintain files in its offices all of the information required in the Performance Reports. Each household or individual served shall be assigned an individual file identifier which shall be provided to the Office of Housing as a part of the Performance Log. The file identifier can be the name of the client or a numerical identifier may be used. Household income shall be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by the Department of Housing & Urban Development. The limits in effect for the current contract period are defined below.

2003 SAN MATEO COUNTY INCOME LIMITS
as defined by HUD and the State of California (prepared 4/11/03)

Income Category	-----INCOME LIMITS BY FAMILY SIZE-----							
	1	2	3	4	5	6	7	8
Extremely Low*	\$23,750	\$27,150	\$30,550	\$33,950	\$36,650	\$39,350	\$42,050	\$44,800
Very Low*	\$39,600	\$45,250	\$50,900	\$56,550	\$61,050	\$65,600	\$70,100	\$74,650
Low*	\$63,350	\$72,400	\$81,450	\$90,500	\$97,700	\$104,950	\$112,200	\$119,450

* Income figures provided by HUD for all San Mateo County federal entitlement programs (CDBG, HOME, ESG)
 ** Income figures provided by State of CA HCD – You should verify the income figures for each specific program.

PERFORMANCE SUMMARY (3/03 VERSION)

<p>Sponsor Name, Address and Telephone</p>	<p>Reporting Period</p> <p>Beginning:</p> <p>Ending:</p>	
		<p>Current Period</p>
<p>Total Number Served (Check One) <input type="checkbox"/> Persons <input type="checkbox"/> Households</p>		
<p>Income Data</p>		
<p>Number of Low Income</p>		
<p>Number of Very Low Income</p>		
<p>Number of Extremely Low Income</p>		
<p>Racial Data (Head of Household only)</p>		
<p>White</p>		
<p>Black/African American</p>		
<p>Asian</p>		
<p>American Indian/Alaskan Native</p>		
<p>Native Hawaiian/Pacific Islander</p>		
<p>American Indian/Alaskan Native <u>and</u> White</p>		
<p>Asian <u>and</u> White</p>		
<p>Black/African American <u>and</u> White</p>		
<p>American Indian/Alaskan Native <u>and</u> Black/African American</p>		
<p>Hispanic</p>		
<p>Hispanic Ethnicity</p>		
<p>Other Demographics (Head of Household only)</p>		
<p>Female</p>		
<p>Elderly</p>		
<p>Handicapped</p>		

Exhibit E
Additional Program Requirements

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 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 all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

2. AGREEMENT TERMINATION

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

3. CONFLICT OF INTEREST

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

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

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

4. LOBBYING PROHIBITED

Federal funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

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.)

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.

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.

K. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

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).

C. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

Exhibit F
Assurance of Compliance with Section §504
of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") 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 (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), 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(s).

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

Sarah Lambert

Name of 504 Person - Type or Print

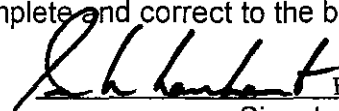
The Lesley Foundation
209 2nd Avenue
San Mateo, CA 94401

Name of Contractor(s) – type or Print

Sarah Lambert

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

September 9, 2003
Date


Signature and Title of
Authorized Official
Executive Director Lesley F

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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 G
FINGERPRINTING CERTIFICATION FORM**

Agreement with

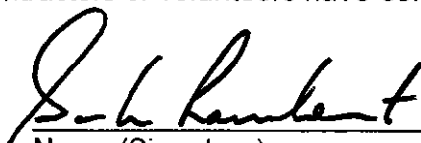
The Lesley Foundation

**Sarah Lambert
Name of Contractor and Representative**

For

Bonnie Terrace Rehabilitation and Upgrades at 2400 Carlmont Drive

Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children 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, assignees and subcontractors or volunteers have contact.


Name (Signature) Sarah Lambert


Executive Director
Title

September 9, 2003
Date

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 9/9/2003

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM:  Lucho Bravo (650) 802-5100
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: The Lesley Foundation

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: County is funding for the Rehabilitation of their Bonnie Brae facility.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ / m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

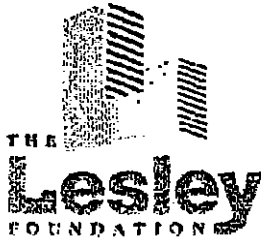
Property



Risk Management Signature

9-9-03

Date



FACSIMILE COVER SHEET

TO: MR. BRAVO

FROM: SARAH LAMBERT

COMPANY:

DATE: SEPTEMBER 9, 2003

FAX NUMBER: 594-3478

TOTAL NO. OF PAGES INCLUDING COVER: 3

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE: BONNIE BRAE TERRACE

YOUR REFERENCE NUMBER:

URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS

Please find attached Certificate of Liability Insurance and Evidence of Property Insurance for the above referenced property.

If you have any questions, please don't hesitate to contact me at the number below.

Sarah Lambert

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID CO
LESLE-1 DATE (MM/DD/YY) 06/30/03

PRODUCER
Argo Insurance Group
CA License #0660864
P.O. Box 232017
Pleasant Hill CA 94523-6107
Phone: 925-682-7001 Fax: 925-682-7024

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

INSURERS AFFORDING COVERAGE

INSURER A: **GuideOne Insurance**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

The Lesley Foundation
209 Second Avenue
San Mateo CA 94401

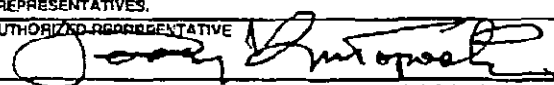
COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	1182-656	07/01/03	07/01/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
					Emp Ben. \$1M/\$3M
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The certificate holder is named an additional insured with respect to the liability arising out of the operation of the named insured.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: SANM330	CANCELLATION
San Mateo County 330 West 20th Avenue San Mateo CA 94403-1388		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

ACORD EVIDENCE OF PROPERTY INSURANCE

OR ID CO

DATE (MM/DD/YY)
07/15/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER PRODUCER (LIC. NO. EXP) 925-682-7001/925-682-7024 COMPANY

Argo Insurance Group
CA License #0660864
O. Box 232017
Cassant Hill CA 94523-6107

GuideOne Insurance
1111 Ashworth Road
West Des Moines IA 50265-3538

Robert Young

CODE: SUB CODE:

AGENCY CUSTOMER ID #: LESLE-1

INSURED

The Lesley Foundation
Sarah Lambert
209 Second Avenue
San Mateo CA 94401

LOAN NUMBER

POLICY NUMBER

1182-656

EFFECTIVE DATE

EXPIRATION DATE

07/01/03

07/01/04

CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

001

2400 Carlmont Drive
Belmont CA 94002

4 story apartment building for seniors only known as Bonnie Brae
164 units

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Building - Blanket Limit
Replacement Cost, Agreed Amount
Special Form, 100% co-insurance

22,271,900

1,000

Contents - Blanket Limit
Replacement Cost, Agreed Amount
Special Form, 100% co-insurance

678,100

1,000

Business Income/Rents - Blanket Limit
Special Form

1,945,000

COPY

REMARKS (Including Special Conditions)

mortgagee: GMAC Commercial Mortgage Corp. as subservicers for US Bank & Trust National Association, trustee for California Housing Finance Agency, its successors and/or assigns as their interest may appear c/o GMAC Commercial Mortgage

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

GMAC Comm'l Mortgage Corp

P O Box 1687
Horsham PA 19044-6687

MORTGAGEE

ADDITIONAL INSURED

LOSS PAYEE

LOAN #

460001890

AUTHORIZED REPRESENTATIVE