



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing



DATE: August 16, 2010
BOARD MEETING DATE: August 24, 2010
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors (Sitting as the Board of Commissioners of the Housing Authority)

FROM: Duane Bay, Director, Department of Housing *23*
William Lowell, Executive Director, Housing Authority *W. Lowell*

SUBJECT: Approval of Agreement under which Housing Authority of the County of San Mateo will loan Mid-Peninsula Housing Coalition funds to conduct Pre-Development activities for the Half Moon Bay Senior Campus

RECOMMENDATION:

Adopt Resolution No. 2010-09 authorizing the Executive Director of the Housing Authority to execute an Agreement under which the Housing Authority of the County of San Mateo (HACSM) will loan Mid-Peninsula Housing Coalition the amount of \$200,000 to fund certain pre-development activities for the Half Moon Bay Senior Campus for the term of August 24, 2010 through August 31, 2012 ("Loan Agreement").

BACKGROUND:

In April 2009, the Half Moon Bay Senior Campus Plan was developed as a result of collaboration between local non-profit community-based organizations, a locally-based foundation, the County of San Mateo, and HACSM.

The campus area includes four contiguous parcels: Lesley Gardens, a 63-unit HUD-financed senior rental housing development owned by Lesley Senior Communities; an undeveloped city-owned parcel originally dedicated for park use; a parcel owned by Senior Coastsiders and Coastside Adult Day Health Center, and Half Moon Village, 60 units of affordable senior rental housing owned by HACSM.

Currently, there are three affordable housing communities in Half Moon Bay specifically designed for older adults. Two of them are located on the site of the proposed Senior Campus – Lesley Gardens and Half Moon Village. Lesley Gardens opened in 2004, whereas Half Moon Village was built in 1964 and is in need of substantial renovation. Due to the desire to have a unified senior campus, Half Moon Village will be rebuilt in a way that integrates it into the overall campus plan. The existing demand for units in these communities is high.

DISCUSSION:

In February 2010, HACSM invited qualified not-for-profit housing developers to submit a response to a Request for Qualifications (RFQ) to develop, own and operate affordable senior rental housing on HACSM-owned land currently used by Half Moon Village and on an adjacent undeveloped parcel currently owned by the City of Half Moon Bay. The latter parcel is currently under negotiation to be transferred to the County.

Five housing developers responded to the RFQ, and after a thorough review process HACSM selected Mid-Peninsula Housing Coalition (Mid-Pen) to develop, own and operate the senior housing development as part of the Half Moon Bay senior campus plan. HACSM has negotiated and finalized an Exclusive Negotiation Agreement (ENA) with Mid-Pen that governs Mid-Pen's pre-development activities for the Half Moon Bay Senior Campus.¹ This Loan Agreement provides funding for pre-development activities to be undertaken by Mid-Pen pursuant to the ENA.

Mid-Pen is a well-known, well-respected, and financially viable organization with a solid reputation for providing and developing affordable housing in San Mateo County. In Half Moon Bay, Mid-Pen also owns and operates Main Street Park I and II and Moonridge I and II.

This contract will provide funds to pay for the following types of activities which together constitute pre-development work designed to move the project forward:

- Architectural Design including Master Planning, Schematic Design and Design Development and printing
- Planning fees to obtain entitlements including environmental reports (CEQA and NEPA)
- Property appraisal costs
- Market study
- Engineering including geotechnical, civil, and environmental
- Tax Credit and Bond Allocation fees

County Counsel has reviewed and approved the Resolution and Agreement as to form.

Approval of this Resolution and Agreement contributes to the Shared Vision 2025 outcome of a Livable Community by enabling HACSM to expand its affordable housing to low income senior households. The department works to enable housing opportunities for people of all income levels and generations in San Mateo County.

FISCAL IMPACT:

There is no Net County Cost associated with this action. All funds associated with this Agreement will be paid from the Half Moon Village replacement reserves, funds currently held by HACSM for Half Moon Village capital projects.

¹ The ENA is the subject of a separate approval process presented to the Board pursuant to Resolution 2010-08.

RESOLUTION NO. 2010-09

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, SITTING AS THE BOARD
OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
MATEO, STATE OF CALIFORNIA**

* * * * *

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE HOUSING
AUTHORITY TO EXECUTE AN AGREEMENT UNDER WHICH THE HOUSING
AUTHORITY OF THE COUNTY OF SAN MATEO (HACSM) WILL LOAN MID-
PENINSULA HOUSING COALITION THE AMOUNT OF \$200,000 TO FUND
CERTAIN PRE-DEVELOPMENT ACTIVITIES FOR THE HALF MOON BAY SENIOR
CAMPUS FOR THE TERM OF AUGUST 24, 2010 THROUGH
AUGUST 31, 2012 ("LOAN AGREEMENT")**

RESOLVED, by the Board of Supervisors of the County of San Mateo, sitting as
the Board of Commissioners of the Housing Authority of the County of San Mateo
(HACSM), State of California, that

WHEREAS, in April 2009, the Half Moon Bay (HMB) Senior Campus Plan was
developed as a result of collaboration between local non-profit community-based
organizations, a locally-based foundation, the County of San Mateo, and HACSM; and

WHEREAS, the HMB senior campus area includes four contiguous parcels:
Lesley Gardens, a 63-unit affordable senior rental housing development owned by
Lesley Senior Communities, an undeveloped city-owned parcel originally dedicated for
park use, a parcel owned by Senior Coastsiders and Coastside Adult Day Health
Center, and Half Moon Village, a 60-unit affordable senior rental housing owned by
HACSM; and

WHEREAS, in February 2010, HACSM invited qualified not-for-profit housing
developers to submit a response to a Request for Qualifications to develop, own and
operate affordable senior rental housing on the HACSM-owned land currently used by

Half Moon Village and on an adjacent undeveloped parcel currently owned by the City of Half Moon Bay (this parcel is currently under negotiation to be transferred to the County); and

WHEREAS, after a thorough review process, HACSM selected Mid-Peninsula Housing Coalition to develop, own and operate the senior housing development as part of the Half Moon Bay Senior Campus Plan, and has negotiated and finalized an Exclusive Negotiation Agreement (ENA) with Mid-Peninsula Housing Coalition, approved by separate Resolution, setting forth various pre-development activities to be undertaken by Mid- Peninsula Housing Coalition, and this Loan Agreement provides funding for such activities; and

WHEREAS, there has been presented to the Board of Commissioners for its consideration and acceptance the Loan Agreement between HACSM and Mid-Peninsula Housing Coalition, reference to which is hereby made for further particulars, and the Board of Commissioners has examined and approved the same as to form and content;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Commissioners of the Housing Authority of the County of San Mateo authorize the Executive Director of the Housing Authority to execute an Agreement under which the Housing Authority of the County of San Mateo will loan Mid-Peninsula Housing Coalition the amount of \$200,000 to fund certain pre-development activities for the Half Moon Bay Senior Campus for the term of August 24, 2010 through August 31, 2012 ("Loan Agreement").

**LOAN AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF
THE COUNTY OF SAN MATEO
AND
MID-PENINSULA HOUSING COALITION
TO FUND CERTAIN
PRE-DEVELOPMENT EXPENSES OF THE
HALF MOON BAY SENIOR CAMPUS PROJECT**

Contact Person: William Lowell
Telephone number: (650) 802-5024

**LOAN AGREEMENT BETWEEN THE HOUSING AUTHORITY OF
THE COUNTY OF SAN MATEO AND
MID-PENINSULA HOUSING COALITION**

THIS AGREEMENT, entered into this 24th day of August, 2010, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and MID-PENINSULA HOUSING COALITION hereinafter called "Contractor";

WHEREAS, Contractor was selected by HACSM as a result of a competitive Request for Qualifications (RFQ) process for the purpose of assisting HACSM with the pre-development of the Half Moon Bay Senior Campus ("HMB Senior Campus") project; and

WHEREAS, Contractor is entering into an Exclusive Negotiations Agreement ("ENA") with HACSM governing the predevelopment period for the HMB Senior Campus project; and

WHEREAS, Contractor will undertake certain predevelopment tasks pursuant to the ENA and HACSM desires to provide funding to assist with pre-development expenses in the form of a loan;

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

1. Exhibits

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Specific Terms of Loan Agreement and Method & Rate of Payments

Exhibit B – Contractor Declaration Form

Exhibit C – Additional Program Requirements

Exhibit D – 504 Compliance

Notwithstanding any other provisions of this Agreement, in the event of a conflict between the terms of this Agreement and those of an Exhibit, the terms of the Exhibit shall control.

2. Pre-Development Activities to be performed by Contractor

In consideration of the terms of the loan agreement and payments set forth herein and in Exhibit "A," Contractor shall perform the activities as stated in the Exclusive Negotiations Agreement (ENA) between HACSM and the Contractor. For the purposes of this contract "Program" or "Project" may be used interchangeably.

3. Disbursements

HACSM shall make disbursements of the loan under this Agreement to Contractor based on the terms and rates and in the manner specified in Exhibit "A." HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of activities performed under the ENA and funded through this Agreement is unacceptable. In no event shall HACSM's total disbursement under this Loan Agreement exceed Two hundred thousand dollars, (\$200,000.00).

4. Term and Termination; Automatic Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 24, 2010 through August 31, 2012, unless otherwise modified or automatically terminated as set forth below. Notwithstanding the termination of this Agreement, Sections 7, 13, 15, and 16 below shall remain in effect after the term of this agreement.

HACSM may terminate this Agreement for cause after giving Contractor written notice of any breach or default and 30 days from the date of such notice to cure said breach or default, in the event the breach or default is not cured sufficiently, in the sole discretion of HACSM. HACSM may terminate this Agreement without cause after giving Contractor 60 day's written notice.

Notwithstanding the foregoing, this Agreement shall immediately and automatically terminate upon termination of the ENA between HACSM and Contractor, the terms and conditions of which are incorporated by reference as if fully set forth herein. Upon notice to Contractor of termination of the ENA, no funds shall be made available to Contractor under this Agreement except to reimburse expenses already incurred as of the date of termination, and in the event of a termination of the ENA that results from a material breach of the ENA by Contractor, HACSM reserves the right to seek repayment of any funds previously disbursed to Contractor under this Agreement.

HACSM 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 HACSM 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.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the activities performed under the ENA are performed as an independent Contractor and not as an employee of HACSM and that Contractor acquires none of the rights, privileges, powers, or advantages of HACSM employees, and that the funding for such activities provided pursuant to this Agreement are in the form of a loan, and do not confer any of the rights, privileges, powers, or advantages of HACSM employees,

7. Hold Harmless

Contractor shall indemnify and save harmless HACSM, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of this Agreement including: (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 HACSM, its officers, agents, employees, or servants, resulting from the performance of any services or work provided by Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which HACSM 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 receive funds under this Agreement without the prior written consent of HACSM. Any such assignment or subcontract without the HACSM's prior written consent shall give HACSM the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not be entitled to receive funds under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSM, 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 HACSM of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's 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 it 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

(c) Professional Liability.....\$1,000,000

HACSM 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 HACSM, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the HACSM 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, HACSM 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. Compliance with laws; payment of Permits/Licenses

All activities performed by Contractor pursuant to funding provided under 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 Exhibit D, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such activities 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. 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 HACSM 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 HACSM, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded an HACSM 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 HACSM.

To effectuate the provisions of this section, HACSM 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 HACSM.

Contractor shall report to HACSM 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 HACSM 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. Where applicable, 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. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to its employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees' deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees regular pay the fees received for jury service. This provision shall not apply if HACSM's total fiscal obligation under the Agreement, as set forth in section 3, above, is less than \$100,000.

13. Retention of Records, Right to Monitor and Audit

- A Contractor shall maintain all required records for three (3) years after completion of all activities under the ENA, and shall be subject to the examination and/or audit of HACSM, a Federal grantor agency, and the State of California.

- B Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by HACSM.
- C Contractor agrees to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of activities performed.

14. 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.

15. 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.

16. 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:

<p>In the case of HACSM, to:</p> <p>William Lowell, Executive Director Housing Authority of the County of San Mateo 264 Harbor Blvd., Bldg. A Belmont, CA 94002-4017</p>	<p>In the case of Contractor, to:</p> <p>Jan Lindenthal, Vice President Mid-Peninsula Housing Coalition 303 Vintage Park Drive, Ste 250 Foster City, CA 94404</p>
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SIGNATURES ON FOLLOWING PAGE

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

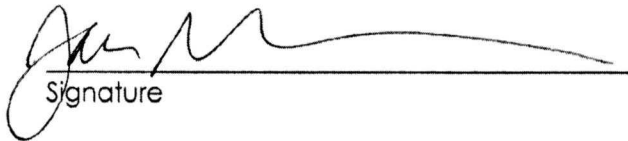
HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

By: _____

Executive Director,

Date: _____

MID-PENINSULA HOUSING COALITION


Signature

Print Name: Jan M. Lindenthal

Print Title: Assistant Secretary

Date: August 6, 2010

Exhibit A
Specific Terms of Loan Agreement and Method and Rate of Payment

In consideration of the pre-development activities stated in the Exclusive Negotiations Agreement (ENA) between HACSM and Mid-Peninsula Housing Coalition, HACSM shall pay Contractor based on the following terms:

Loan Amount

In no event shall HACSM's total fiscal obligation under this Loan Agreement exceed Two hundred thousand dollars, (\$200,000.00). See attached Predevelopment Budget for specific amounts.

LOAN TERMS AND FINANCING:

The funds from HACSM disbursed to the Contractor under this Agreement shall be in the form of a loan. The funds shall be evidenced by a Promissory Note in favor of HACSM ("Note").

Term of Contract

Loan Start Date: August 24, 2010 Loan Draw Down Date: August 31, 2012, unless otherwise modified.

Interest: **3%** per annum, non-compounding

The loan repayment shall be structured as equal semi-annual payments over 55 years, payable from a pro-rata share of residual receipts and to be recorded against the lease hold interest at the time the parties enter into the Ground Lease.

In the event this Agreement or the ENA is terminated without cause, or as a result of a breach by HACSM, prior to the end of its respective term, Contractor shall be entitled to a prorated disbursement based on covered expenditures incurred through the effective date of termination.

In the event of early termination of the ENA, this Agreement will automatically terminate as set forth in Paragraph 4: "Term and Termination; Automatic Termination" of this Agreement.

Notwithstanding any other provision of this Agreement, in the event of notice to Contractor that the ENA will terminate as a result of failure of the "land swap" with the City of Half Moon Bay, as that event is addressed and defined in the ENA, HACSM agrees that any amounts disbursed to Contractor pursuant to this Agreement would be forgiven, and any right by HACSM to recover such amount would be waived.

Performance Period:

The performance period is defined as the segment of time for Contractor to perform the activities identified in the ENA. The performance period shall end on the earlier of: the date the activities by this Agreement are completed; or the expiration of the Term of this Agreement. Failure to complete the pre-development activities during the performance period shall be ground for termination of the Agreement. The performance period may be

extended at the sole discretion of the Executive Director of the Housing Authority of the County of San Mateo.

During the performance period, Contractor shall submit Progress Reports within 30 days of the end of each quarter which shall detail the status of the project. The report should be in the form of a narrative description of all pre-development activities performed in relation to the project. The report should include a project time-line and indicate the status of the project in relationship to this time-line. Contractor must document any changes from the time-line submitted with the original application. This report requirement is in addition to any information submitted with requests for reimbursement; this requirement shall extend until completion of the project even if all of the funds provided under this Agreement have been expended.

Prepayment:

Prepayments may be made at any time without penalty.

Due on Sale, Refinance or Transfer of Title:

Contractor shall not assign its rights under this Agreement without obtaining the prior written consent of the Director or his/her designee or sell or refinance the Property or Project other than a refinance for a permanent loan to repay any interim loans taken out to undertake the construction of the Project. In the event of a sale or transfer of the Project or any interest therein by Contractor without such consent, the entire principal balance of the Note, including any accumulated interest, shall be immediately due and payable.

Acceleration of Note:

Except as otherwise provided herein, in the event Contractor breaches any of the terms and conditions of this Agreement or the Note after notice and an opportunity to cure as provided in Exhibit C herein, the Contractor will be in default of the terms and conditions of this Agreement as well as the Note, and HACSM may demand immediate and full payment of the principal amount of the Note and any accrued interest.

DEVELOPER Mid-Peninsula Housing Coalition
CONTRACTOR TBD

REQUEST # 1
DATE 6/1/2010

SOURCES	
Housing Authority Loan	\$ 200,000.00
CDBG Loan	\$ 300,000.00
MPHC Advance	\$ 50,000.00
TOTAL SOURCES	\$ 550,000.00

	Total Available	Total to Date
Housing Authority	\$200,000.00	\$0.00
CDBG Loan	\$300,000.00	\$0.00
MPHC Advance	\$50,000.00	\$0.00
TOTAL SOURCES	\$550,000.00	\$0.00

Previous Payments	This Draw	Contract Balance
\$0.00	\$0.00	\$200,000.00
\$0.00	\$0.00	\$300,000.00
\$0.00	\$0.00	\$50,000.00
		\$0.00
		\$0.00
\$0.00	\$0.00	\$550,000.00

Date _____

Variance	0.0000
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Exhibit B
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Mid-Peninsula Housing Coalition	Phone:	(650) 356-2900
Contact Person:	Jan M. Lindenthal	Fax:	(650) 357-9766
Address:	303 Vintage Park Drive, Suite 250, Foster City, CA 94404		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
 - ☐ Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

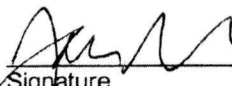
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for less than \$100,000
 - ☐ Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to comply when the collective bargaining agreement expires.

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
August 6, 2010

Date

Jan M. Lindenthal

Name
Assistant Secretary

Title

Exhibit C
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 HACSM or upon the direction of HUD.

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, HACSM 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 HACSM, no member of the County's Board of Supervisors, sitting as HACSM's Board of Commissioners, 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 financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision 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 lobby or 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 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. Executive Order 11246, as amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provides 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.

E. 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 sub recipient 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).

Exhibit D

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

The undersigned (hereinafter called the "Contractor(s)") hereby agree(s) that they/it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable U.S. Department of Health and Human Services (DHHS) regulations, 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), their/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 regulation.

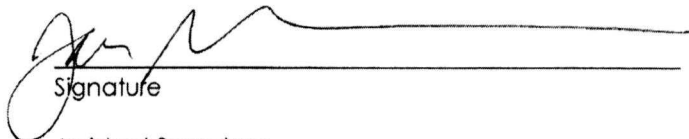
Jan M. Lindenthal
Name of 504 Person - Type or Print

Mid-Peninsula Housing Coalition
Name of Contractor(s) - Type or Print

303 Vintage Park Drive, Ste. 250
Street Address or P.O. Box

Foster City, CA 94404
City, State, Zip Code

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


Signature

Assistant Secretary
Title of Authorized Official

August 6, 2010
Date

*Exception: DHHS regulations state "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."

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
8/13/2010

PRODUCER

IMA of Colorado, Inc.
1550 17th Street, Suite 600
Denver, CO 80202
303 534-4567

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

Mid-Peninsula Housing Coalition
303 Vintage Park Dr, Suite 250
Foster City, CA 94404

INSURER A: Lexington Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	83964732010M	01/01/10	01/01/11	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 \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	83964732010M	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Buildings Personal Property Bldg Ordinance &	83964742010M Bus Income/Rents Boiler/Machinery	01/01/10	01/01/11	SPC/Agreed Value/RC \$100,000,000 Loss Limit \$5,000 Deductible

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

DRAFT

RE: Half Moon Bay Senior Campus Project.

HACSM and its officers, agents, employees and servants are included as Additional Insured on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions.

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg A
Belmont, CA 94002-4017

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

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions.

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/12/2010**PRODUCER**Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141**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****NAIC #****INSURED**Mid Peninsula Housing Coalition
303 Vintage Park Drive, Ste 250
Foster City, CA 94404

INSURER A: Everest National Insurance Company

10120

INSURER B: Hartford Underwriters Insurance Company

30104

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B		AUTOMOBILE LIABILITY <input checked="" 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	57UECIZ1049	10/01/2009	10/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7700000046091	10/01/2009	10/01/2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				\$ \$ \$

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

RE: Half Moon Bay Senior Campus Project

CERTIFICATE HOLDERThe Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg A
Belmont, CA 94002-4017

LOAN #:

CANCELLATION 10 Day Notice for Non-Payment of PremiumSHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marta Vaekovic

IMPORTANT

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DISCLAIMER

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