



FIRST AMENDMENT TO AN AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

PENINSULA COMMUNITY FOUNDATION

**For the period of
May 1, 2001 through June 30, 2005**

Contact Person:

Lorna Strachan

Child Care Manager

(650) 802-5193

AMENDMENT TO AGREEMENT
WITH
Peninsula Community Foundation
FOR

To administer funds for the Child Care Facilities Expansion Fund as designated by the
Advisory Committee.

THIS AMENDMENT TO AN AGREEMENT, entered into on this day
of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called -
County,- and Peninsula Community Foundation, hereinafter called -Foundation-.

WITNESSETH:

WHEREAS, the parties entered into an agreement on May 1, 2001, to administer funds to
purchase furnishing and start-up expenses for the Maple Crossing Child Care Center in San
Mateo County; and

WHEREAS, the parties now wish to amend the agreement to add the administration of
funds provided by the County for use in the Child Care Facilities Expansion Fund for the purpose
of purchasing furnishing, equipment and start-up expenses for new and/or expanding child care
centers.

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

1. Section 1 of the original agreement is hereby amended to include:

Exhibit A1 – Description of Contractors Responsibilities – Child Care Facilities Expansion
Fund.

Exhibit B1 – Payment Schedule – Child Care Facilities Expansion Fund.

2. Section 2 of the original agreement Services to be Performed is hereby amended to read
as follows:

In consideration of the payments hereinafter set forth in Exhibit B and B1 (B1 is attached),
attached hereto and incorporated by reference herein, Contractor, under the general
direction of the Director of Human Services Agency, or her authorized representative,
with respect to the product or result of Contractor's services, shall perform services as
described in Exhibit A and A1 (A1 is attached), attached hereto and incorporated by
reference herein.

3. Section 3 paragraph A of the original agreement is hereby amended to read as follows:

Maximum Amount:

The County agrees to create and maintain with the Peninsula Community Foundation (Foundation), a Field of Interest fund under the following terms and conditions:

- A. The Fund shall be known as the Child Care Facilities Expansion Fund (“Fund”) and shall be identified as such by the Foundation and its Board of Directors in the course of administration and distribution thereof.
- B. In full consideration of Contractor’s performance of the services described in Exhibit A and Exhibit A1, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,350,000 for the contract term. It is anticipated by all parties to this agreement that periodically other amounts will be donated to the Fund. Such additional contributions shall be appropriately acknowledged by the Foundation. If contributions other than cash are made to the Fund, such contributions must first be approved by the Foundation. All additional contributions shall be administered and distributed in accordance with the terms and conditions of this Agreement.

4. Section 5 of the original agreement **Relationship of Parties** is hereby amended to include the following:

The undersigned acknowledges that the Board of the Foundation has the power and the duty to modify any restriction or condition on the distribution of funds for any specified purpose or organization. It is understood that no monies will be redirected without consultation with Human Services Agency Director or her designee and mutual consent of both parties of this agreement.

It is understood and agreed by all parties that the Foundation has legal control and responsibility for the Fund. In carrying out such responsibilities, the Foundation shall hold, manage, invest, and reinvest the Fund, and shall collect the income and pay and disburse net income from the Fund for the public, education and charitable uses and purposes in accordance with the designation for purposes described in exhibit A of this agreement.

5. Section 6 of the original agreement **Hold Harmless** is replaced to read as follows:

It is agreed that the contractor shall defend, hold harmless and indemnify the County, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person or damage to property of any kind whatsoever and to whomsoever belong, which result from the negligent act or omissions of the County, its officers, and/or employees, provided that this

shall not apply to injuries for which the County has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that the County shall defend, hold harmless, and indemnify the contractor, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the contractor, its officers and/or employees, provided that this shall not apply to injuries for which the contractor has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of each party 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.

6. Section 8 of the original agreement Non-Discrimination is hereby amended to include:

D. Equal Benefits:

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.

7. Section 16 of the original agreement Alteration of Agreement is hereby amended to read as follow:

This Agreement may be amended only by an agreement in writing approved by a majority of the Board of Directors of the Foundation and the undersigned donor (County of San Mateo) No amendment shall be allowed which jeopardizes the Foundation's status as an organization as described in the Internal Revenue Code sections 170 (c) and 501 (c) (3), as amended.

8. Section 18 of the original agreement is hereby amended to read as follows:

Term of the Agreement:

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from May 1, 2001 through June 30, 2005. This Agreement may be terminated by Contractor, Director of Human Services Agency or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

ATTEST:

Clerk of the Board

Date: _____

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

PENINSULA COMMUNITY -
Contractor - Print Name FOUNDATION

VERA BENNETT, V.P.
Name, Title - Print FINANCE

Vera Bennett
Signature

Date: 3-11-02

Tax ID# 94-2746687

DESCRIPTION OF CONTRACTOR'S RESPONSIBILITIES

Peninsula Community Foundation
May 1, 2001 through June 30, 2005

Child Care Facilities Expansion Fund:

The term for the administration of funds for the Child Care Facilities Expansion fund is from March 1, 2002 through June 30, 2005.

The Human Services Agency will provide funding in the amount of one million dollars (\$1,000,000) to the Peninsula Community Foundation for the furnishings, equipment and start-up costs for new and/or expanding child care facilities in San Mateo County. Facilities receiving such funds shall receive a number of child care slots (equal to the rates of Human Services Agency funds to the total development costs of the facility) for Human Services Agency Foster Parents subsidized slots or slots having a sliding fee schedule that is affordable to low income families. This provisions shall apply to the funds deposited by the Human Services Agency and the income earned by such funds.

Facilities to receive funds from the Child Care Facilities Expansion Fund will be identified by an Advisory Committee. The Human Services Agency will designate one or more representatives to serve on the Advisory Committee.

The Foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and furnishing to the Advisory Committee representative quarterly reports of all Fund income and expenses. Net income (defined as interest, dividends and capital growth less investment management fees) shall accrue to the fund. The Fund shall be invested initially as follows:

1.	Money Market Investment Pool	<u>42.5</u> %
2.	Fixed Income Investment Pool	<u>42.5</u> %
3.	Equity Investment Pool	<u>15</u> %

(Any or all of the above options may be selected or invest 100% in the Socially Responsive fund below)

4.	Social Responsive Investment Pool (A balanced portfolio with Citizens Funds)	<u>0</u> %
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It is understood that all income and capital gains/losses will be allocated to the Fund quarterly, based on the average fund balance as valued at the end of each months in the quarter. The Foundation may hold up to five percent (5%) of Fund assets in cash at any one time.

**DESCRIPTION OF COUNTY'S RESPONSIBILITIES
AND
PAYMENT SCHEDULE**

Peninsula Community Foundation
May 1, 2001 through June 30, 2005

1. Child Care Facilities Expansion Fund:

Upon execution of this first Amendment to the Agreement the County of San Mateo shall pay Contractor a lump sum of \$1,000,000. These funds shall be available to develop new centers, , expand existing centers, and develop or expand family child care centers/homes.

2. Additional Payment Terms:

It is understood that the Foundation will charge an annual administrative fee as follows:

For the Child Care Facilities Expansion Fund:

On the first \$3,000,000	1.00%
On the next 3,000,001-\$10,000,000	.75%
Funds in excess of \$10,000,000	.5%
Minimum Annual Fee	\$100

The fee will be assessed monthly, based on the "Fund" balance at the end of each month.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: PENINSULA COMMUNITY FOUNDATION
Contact Person: VERA BENNETT, CHARMAINE DOHERTY
Address: 1700 SO. EL CAMINO REAL, #300 SAN MATEO, CA 94402
Phone Number: 650-358-9369
Fax Number: 650-358-9817

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.

Executed this 11 day of MARCH, 2002 at SAN MATEO, CA (City) (State)

Signature: Vera Bennett Name (Please Print): VERA BENNETT

Title: VP. FINANCE Contractor Tax Identification Number: 94-2746687

COUNTY OF SAN MATEO
MEMORANDUM

Fax includes 2 pages

DATE: 03/05/02

TO: Priscilla Harris Morse

FROM: Deborah Jagger, HSA210 Fax: (650) 596-3478

SUBJECT: APPROVAL OF INSURANCE

CONTRACTOR: Peninsula Community Foundation

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES More than 1

DUTIES: Administer and Manage funds for Maple Crossing Child Care Center and Funds for the Child Care Facilities Expansion Fund.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	---	---	<input checked="" type="checkbox"/>	---
Motor Vehicle Liability	---	---	<input checked="" type="checkbox"/>	---
Professional Liability	---	---	<input checked="" type="checkbox"/>	---
Worker's Compensation	---	---	<input checked="" type="checkbox"/>	---

Fidelity (Crime Coverage) \$1m

REMARKS/COMMENTS: The original Agreement was for \$350,000 for the Maple Crossing Child Care Center. This \$350,000 has been disbursed and used per our agreement with Peninsula Community Foundation. We are adding \$1,000,000 to the contract for the Child Care Facilities Expansion Fund making the contract total \$1,350,000.

Priscilla Morse
 Manager, Risk Management

Ins form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
OR

FAX 363-4864

PENINSULA COMMUNITY FOUNDATION CRIME COVERAGE (EMPLOYEE DISHONESTY)

INSURANCE COMPANY: AIG/National Union
POLICY NUMBER: 8745598
TERM OF POLICY: November 1, 2001 to November 1, 2002

CRIME:

Basic Coverage:

Agreement 1 - Employee Theft

Compensates Insured for loss of money, securities and other property which result directly from one or more fraudulent or dishonest acts committed by an employee acting alone or in collusion with others.

Agreement 2- Loss Inside Premises

Compensates Insured for loss of money or securities within Premises by Robbery, Safe Burglary, locked safe, cash safe, cash drawer, cash register or damage to premises resulting from Safe Burglary or Robbery.

Agreement 3- Loss Outside Premises

Compensates Insured for loss of money or securities Outside Premises by Robbery, Safe Burglary, locked safe, cash safe, cash drawer, cash register or damage to premises resulting from Safe Burglary or Robbery.

Agreement 5 - Depositor's Forgery

Compensates Insured for losses sustained as a result of forgery or alteration of checks, drafts or promissory notes.

Some Exclusions: See policy

Limits: \$1,000,000 Employee Theft
 \$1,000,000 Depositors Forgery
 \$ 50,000 Money & Securities Inside Premises
 \$ 50,000 Money & Securities Outside Premises

Deductibles: \$25,000

Coinsurance: 5% Co-insurance on claims over \$500,000

Territory: Worldwide

- Remarks:
1. ERISA Endorsement- Employee Benefit Plans included as Insureds: Peninsula Community Foundation 403(B) Plan
 2. County of Santa Clara named as loss payee

11/13/01



Woodruff-Sawyer & Co.
Insurance Services