

FIRST AMENDMENT TO THE AGREEMENT WITH

SHELTER NETWORK

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into on this day _____ of _____ 2002, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the SHELTER NETWORK hereinafter called "Contractor";

WITNESSETH:

WHEREAS, Contractor provides transitional housing and housing services and a general range of support services to families in drug and/or alcohol recovery;

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/Agency thereof;

WHEREAS, Contractor is in the process of constructing transitional housing through the renovation of its First Step for Families facility at 319 and 325 Villa Terrace in San Mateo (the "Project");

WHEREAS, on June 19, 2001, by Resolution No. 64543, the Board of Supervisors authorized execution of an agreement, which the County and Contractor subsequently entered into, to provide Contractor's First Step Program with \$750,000 in return for Contractor's setting aside of five transitional units for families with substance abuse issues who are referred by the Juvenile Court (the "Agreement");

WHEREAS, of the \$750,000 allocated under the Agreement, \$250,000 was to be used for program services, and \$500,000 was to provide Contractor with funds for the Project in order to enhance Contractor's capacity to expand shelter care services for families in need;

WHEREAS, in the County's FY 2001-2002 budget, this Board allocated \$350,000 from the County's General Fund for use by Contractor for capital purposes related to the Project;

WHEREAS, in its FY 2002-2003 budget, the CalWORKS program allocated \$125,000 for use by Contractor for program services related to the Project; and

WHEREAS, the parties now wish to amend the Agreement to provide Contractor with additional funding of \$475,000, for a total funding amount of \$1,225,000 (one million two hundred and twenty five thousand dollars), and to extend the term of the Agreement from June 1, 2001 through June 30, 2003.

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

1. Section 3.A. of the Agreement ("Payments") is amended in its entirety to read as follows:
 - A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,225,000 (ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS) for this contract period.
2. Section 7 of the Agreement ("Non-discrimination") is amended to add the following new Section 7.D., which shall read in its entirety as follows:
 - D. **Equal Benefits Compliance.** With respect to the provision of employee benefits, Contractor will 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.
3. Section 15 of the Agreement ("Term of the Agreement") is amended in its entirety to read as follows:
 15. **Term of the Agreement** Subject to compliance with its terms and conditions, the term of this Agreement shall be from June 1, 2001 through June 30, 2003. This Agreement may be terminated by Contractor, the Director of Human Services Agency, or her designee, at any time upon thirty (30) days' written notice to the other party. In the event that the Agreement is terminated, the County shall not be liable for any further payments.
4. Section II of Exhibit A to the Agreement ("Facility") is amended in its entirety to read as follows:

II. Facility

Contractor shall construct fifteen (15) units of transitional housing on property at 319 & 325 Villa Terrace, San Mateo, California (the "Project"). Such housing shall be constructed in conformity with all applicable local laws, regulations and codes.

Funds for capital purposes shall be used toward development of Project. Eligible costs include predevelopment, construction, relocation of existing tenants, and other costs necessary to move the development process toward construction and completion. Total Project development costs are presently estimated at \$5.9 million. Project is currently in the predevelopment phase and anticipated to begin construction in mid-2002. Based on this schedule, Project completion is expected for Fall 2003.

During the term of this Agreement, Contractor shall make available five (5) transitional/ emergency shelter units for families referred through the Juvenile Court Dependency System. Families referred through this system shall be provided, on an "as needed" basis, with supportive services described in Section I of this Exhibit A, which are intended to enable them to access drug and alcohol treatment and recovery services. By written mutual agreement between Contractor and Director of Human Services, the five transitional/emergency units discussed above may serve an alternative population designated by the Director of the Human Services Agency.

5. Exhibit B to the Agreement ("Payments") is amended in its entirety to read as follows:

On or prior to June 30, 2002, an escrow account will be set up by the Human Services Agency in an amount of \$600,000. This amount consists of \$250,000 of the \$500,000 originally allocated by the Board of Supervisors pursuant to Resolution Number 64543, and \$350,000 allocated to Contractor in the County's FY 2001-2002 budget. Payment by County to Contractor out of this escrow account shall be made on a reimbursement basis upon receipt by County of written claims for reimbursement submitted by Contractor to County in such form as the Director of the Office of Housing may reasonably require. Requests for reimbursement shall include copies of warrants, canceled checks, or other proof of the expenditures. Contractor shall certify in writing that the specific services for which reimbursement is requested have been satisfactorily completed. County reserves the right to verify such completion prior to payment to Contractor.

Payments may be made directly to authorized third parties upon written request by Contractor to the Director of the Office of Housing. No direct payment shall be made unless Contractor certifies in writing that the services have been satisfactorily performed, that the payments are proper, and that all funds to be expended are on behalf of and exclusively for the Project.

At the sole discretion of the Director of the Office of Housing, requests for payment for actual Project construction costs may have a portion of the payment withheld as retention. The percentage of retention shall be determined by the Director of the Office of Housing, but shall not exceed Fifteen Percent (15%) of each payment request. Said retention shall be held for at least 35 days after completion of the Project, and shall be released after receipt from the construction contractor of all necessary executed lien releases in a form acceptable to the County. Evidence of completion shall be the recording by Contractor or construction contractor of a Notice of Completion recorded at County Recorder's Office, or some other document reasonably acceptable to Office of Housing.

Project expenses which may be funded under this Agreement include (but are not limited to) architectural and engineering expenses, local fees and permits, preliminary site improvements, and actual renovation costs.

None of the escrow funds shall be used for salary, fringe benefits or other compensation of employees of Contractor and/or its affiliates.

Payments for Contractor's program services will be made quarterly, on a reimbursement basis, not to exceed the following amounts:

June	2002	\$125,000.00
October	2002	\$ 62,500.00
December	2002	\$ 62,500.00
March	2003	\$ 62,500.00
June	2003	<u>\$ 62,500.00</u>
Maximum Program Services Subtotal		\$375,000.00

Contractor shall submit written requests for reimbursement for program services, and these requests shall include copies of warrants, cancelled checks, or other proof of expenditures. Contractor shall also certify in writing that the specific services for which reimbursement is requested have been completed. County reserves the right to verify such completion prior to payment to Contractor.

If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without regard to any waiting period, upon County's written notice to Contractor.

Within thirty (30) days following the end of each fiscal quarter during the term of this Agreement, Contractor shall submit to the Director of the Office of Housing a financial report, in such form and in such detail as the Director of the Office of Housing may, from time to time, reasonably determine. This financial report shall describe Contractor's expenditures relating to the provision of services under this Agreement.

In the event that Contractor's allowable expenditures in providing services under this Agreement are less than the payments Contractor actually receives under this Agreement, Contractor shall expend such funds exceeding its actual expenditures on services as directed by the County or refund such unexpended funds to County, as directed by the Director of the Office

6. All other terms and conditions of the agreement dated June 19, 2001 between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisor

Date: _____

ATTEST:

Clerk of the Board

Date

SHELTER NETWORK

By: Michele Jackson
Signature

Michele Jackson Executive
Print name and title Director

Date: 5/17/02 Tax ID# 77-0160469

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Shelter Network
Contact Person: Michele Jackson
Address: 1450 Chapin Ave., 2nd floor
Burlingame, CA 94010
Phone Number: 650-685-5880
Fax Number: 650-685-5881

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 st day of January, 2001 at Belmont (City)

CA (State)
Signature: Michele Jackson

Name (Please Print): Michele Jackson

Title: Executive Director

Contractor Tax Identification Number: 77-0160469

COUNTY OF SAN MATEO
MEMORANDUM

DATE: May 16, 2002
TO: Priscilla Harris Morse, Risk Manager
FROM: Denise Milner, Administrative Secretary
FAX: 802-5049 PONY: HSA209

SUBJECT: Contract Insurance Approval
CONTRACTOR NAME: Shelter Network of San Mateo County
DO THEY TRAVEL: No
PERCENT OF THE TIME: N/A
NUMBER OF EMPLOYEES: unknown

DUTIES (SPECIFIC):

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	✓		
Motor Vehicle Liability	\$1,000,000	✓		
Professional Liability	\$1,000,000	✓		
Worker's Compensation	\$1,000,000	✓		

REMARKS/COMMENTS:

Request approval of insurance as stated above.

Priscilla Morse
RISK MANAGEMENT SIGNATURE

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/09/200

PRODUCER
 Sinclair-Dwyer & Co., Inc.
 Sansome St. #500
 San Francisco, Ca. 94104
 415 781-7830

INSURED
 Shelter Network of San Mateo County
 1450 Chapin Avenue, 2nd Floor
 Burlingame, CA 94010
 650-685-5880 x17

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: Nonprofits Insurance Alliance CA
 INSURER B: Safety National Casualty
 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, IT 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	2001-01344-NPO	07/01/01	07/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2001-01344-NPO	07/01/01	07/01/02	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 AUTO ONLY: EA ACC \$ AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PR8270-2	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATU- <input checked="" type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTR- <input type="checkbox"/> ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED AS RESPECTS LIABILITY ARISING FROM NAMED INSURED OPERATIONS.

30 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER: A CANCELLATION

COUNTY OF SAN MATEO
 OFFICE OF HOUSING
 ATTN: NORMAN PASCOE
 262 HARBOR BLVD., BUILDING A
 BELMONT, CA 94402

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

Leann Cox