

# SECOND AMENDMENT TO AN AGREEMENT BETWEEN

## **COUNTY OF SAN MATEO**

### AND

# SHELTER NETWORK FOR THE JUVENILE COURT DEPENDENCY PROGRAM

For the Period of

**JULY 1, 2001 THROUGH JUNE 30, 2003** 

Agency Contact Person: Judy Davila, Program Manager Human Services Agency 650.595.7967

#### SECOND AMENDMENT TO THE AGREEMENT WITH

#### SHELTER NETWORK

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into on this day	of
2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and	the
SHELTER NETWORK hereinafter called "Contractor";	

#### WITNESSETH:

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; and

WHEREAS, on June 19, 2001, by Resolution No. 64543, the Board of Supervisors authorized execution of an Agreement with Shelter Network for the purpose of providing Transitional Housing for Families involved with the Juvenile Court Dependency Program due to issues related to substance abuse (the "Original Agreement"); and

WHEREAS, on June 18, 2002, by Resolution No. 65358, the Board of Supervisors approved a First Amendment to the Agreement with Shelter Network which added additional funds and extended the term to June 30, 2003 (the "First Amendment") and thereby established as "Amended Agreement".

WHEREAS, of the \$750,000 allocated under the "Original 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; and

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; and

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 desire to enter into a Second Amendment to decrease funds for Transitional Housing for Families involved in the Juvenile Court Dependency Program by \$90,000 in order to support the continuation of services in the Motel Voucher Program as referenced in Resolution No. 65540, for a total funding amount of \$1,135,000.

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

- 1. Section 3 A. of the Amended Agreement ("Payments") is hereby 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 \$1,135,000 ONE MILLION ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS for this contract period.

- 2. Exhibit B to the Amended Agreement is replaced in its entirety by the following:
  - A. Of the original amount allocated by the Board of Supervisors pursuant to R. :::: N:: ...: 64543, a \$250,000 payment would be issued upon execution of the agreement for Start Up Costs associated with provision of services under this Agreement.
  - B. On or prior June 30, 2002, an escrow account was 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 the County to the Contractor out of this escrow account shall be made on a reimbursement basis upon receipt by the County of written claims for reimbursement submitted by Contractor to the County in such form as the Director of the Office of may reasonably require. Request 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.
  - C. 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 expanded are on behalf of and exclusively for the Project.
  - D. At the sole discretion of the Director of the Office of Housing, requests for payments 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 execution 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.
  - E. Of the original amount allocated by the Board of Supervisors pursuant to Resolution Number 64543, \$250,000 was approved for services as specified in Exhibit A, Program Description. An additional \$125,000 in Program Services was approved pursuant to Resolution Number 65358 along with the term extension through 6/30/03 for a total of \$375,000 in approved services.
  - F. As the parties now desire to reduce services by \$90,000, the County shall pay Contractor for program services upon receipt of an . . . . . . . . . . . . actual expenditures not to exceed \$285,000 for the term of this Agreement.

3. All other terms and conditions of the Amended Agreement between the County and Contractor shall remain in full force and effect.

**COUNTY OF SAN MATEO** 

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

	By:
	Rose Jacobs Gibson, President San Mateo County Board of Supervisors
	Sail Macco County Doubt of Supervisors
	Date:
ATTEST:	··
Clerk of the Board	
Date	Muchule Jackon SHELTER NETWORK
	By: Michele Tackson  Print name and title Executive Director
·	5-12-03

### <u>EXHIBIT C</u>

#### SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM

(Required only from Contractors who provide services directly to the Public on the County's behalf.) 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 regulations, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of 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), it's 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.

Shelter Network Randy Walker
Name of 504 Person

1450 Chapin 2nd Floor
Street Address

Bullingame Ca 94010
City, State, Zip Code

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

| Sometimes and Title of Signature and Sign

Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking it's services, there is no method of complying with (the facility ..... regulations)...other than making a significant alteration in it's existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are

# COUNTY OF SAN MATEO

# Equal Benefits Compliance Declaration Form

	•
I Vendor Identification	
Name of Contractor: Contact Person: Address:  Meller Muchele 1450 Cha	Network / Randy Walker pin 2nd Ff Amu CA 94010
Phone Number: 650-685-58 Fax Number: 650-685-58	78 <u>7</u>
Il Employees	
Does the Contractor have any employees?	₹Yes □ No
Does the Contractor provide benefits to spous	es of employees? XYes I No
*If the answer to one or both of the abo	ve is no, please skip to Section IV.*
III Equal Benefits : (Check one)	
Yes, the Contractor complies by offering e	equal benefits, as defined by Chapter 2.93,
to its employees with spouses and its employee	•
Yes, the Contractor complies by offering a employees	cash equivalent payment to eligible
in lieu of equal benefits.  No, the Contractor does not comply.	
The Contractor is under a collective barga (date) and expires on(date).	ining agreement which began on
IV Declaration	
I declare under penalty of perjury under the laws	<u> </u>
is true and correct, and that I am authorized to t	oing this entity contractually.
Executed this 13th day of august 2002 at	12ef mon 7
CA	
Michila ackson	Michele TACKSON
Signature	Name (Please Print)
MYCCATIVE INVECTOR	77-0160469

# SAN MATEO COUNTY MEMORANDUM

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DATE:	8/7/0	2				
TO:	Priscilla Harris	Morse F	AX: 363-4864	PONY: EP	S 163	
FROM:	Priscilla Harris l Nalini Nath FAX: 596-3478	/ Luch &	ONY: HSA210			
SUBJECT:	Contract Insur	ance Approval				
The following is to be	completed by th	ie department l	pefore submissio	n to Risk M	(anagement:	
CONTRACTOR NA	ME: Shelter Netw	ork/				
DOES THE CONTR	ACTOR TRAVE	L AS A PART (	of the contr	ACT SERVI	CES?:	
NUMBER OF EMPL	OYEES WORK	NG FOR CONI	RACTOR: more	than I		
DUTIES TO BE PER to clients for tempora		ONTRACTOR:	FOR COUNTY:	Provide mot	el vouchers	
The following will be	e completed by F	lisk Manageme	pt:			
INSURANCE COVE	RAGE:	Amount	Approve	Waive	Modify	
Comprehensive Gene	ral Liability	\$1,000,000				
Motor Vehicle Liabili	ity	\$1,000,000				
Professional Liability		\$1,000,000				
Workers' Compensati REMARKS/COMME		Statutory				
Phulla Marse 8-12-02 Risk Management Signature Date						

93%

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PRODUCER							TIFICATE IS ISSI	JED AS A MATTER OF		
Sinclair-Dwyer & Co., Inc. 15890 Foothill Blvd.							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.			
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	X COMMERCIAL G							FIRE DAMAGE (Any one fire)	s 100,000	
	CLAIMS MA	DE X OCCUR				/ /		MED EXP (Any one person)	ls 10,000	
A		· · · · · ·	2002-	-01344-	NPO	07/01/02	07/01/03	PERSONAL & ADV INJURY	\$1,000,000	
							:	GENERAL AGGREGATE	\$2,000,000	
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_	AUTOMOBILE LIABILE  X ANY AUTO	PRO- MECT X LOC TY						COMBINED SINGLE LIMIT (Ea eccident)	\$1,000,000	
	ALL OWNED AUT							Per person)	2	
A	X HIRED AUTOS X NON-OWNED AL	гоп	2002-	-01344-	NPO	07/01/02	07/01/03	BODILY INJURY (Per accident)	5	
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-	OTHER									
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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										
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County of San Mateo				ŀ			30 DAYS WRITTEN			
Office of Housing				j		NAMED TO THE LEFT, BUT FAILU	,			
-				ľ	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR					
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# FIRST AMENDMENT TO AN AGREEMENT BETWEEN

## **COUNTY OF SAN MATEO**

AND

# SHELTER NETWORK FOR THE MOTEL VOUCHER PROGRAM

For the Period of

**JULY 1, 2002 THROUGH JUNE 30, 2003** 

Agency Contact Person: Judy Davila, Program Manager Human Services Agency 650.595.7967

#### FIRST AMENDMENT TO THE AGREEMENT WITH

## SHELTER NETWORK

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into on this day of	f
2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the	
SHELTER NETWORK hereinafter called "Contractor";	

#### WITNESSETH:

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; and

WHEREAS, on September 10, 2002, by Resolution No. 65540, the Board of Supervisors authorized execution of an Agreement with Shelter Network for the purpose of providing Motel Voucher Program (the "Original Agreement").

WHEREAS, the County and Contractor desire to enter into a First Amendment to increase Contractor's Motel Voucher Program funds by \$90,000 from the Transitional Housing for Families in the Juvenile Court Dependency Program as referenced in Resolution No. 65358.

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

- 1. Section 3 A Payments is hereby amended to read as follows:
  - A. 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 \$315,000 THREE HUNDRED FIFTEEN THOUSAND DOLLARS for this Agreement period.
- 2. Exhibit B Payment Schedule is amended to read as follows:

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below:

- A. County shall pay Contractor upon receipt of the invoice on a quarterly basis for the management of a Motel Voucher Program described in Exhibit A. Payment for these services shall not exceed THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000) for the contract term.
- B. Quarterly payments for the administration of the Motel Voucher Program shall be made as follows:

July	2002	\$20,978.25
November	2002	\$20,978.25
March	2003	\$20,978.25
June	2003	\$20,978.25

Motel Voucher Program Administration Subtotal

\$83,913.00

C. In addition, County shall pay Contractor upon receipt of an itemized invoice on quarterly basis the amount to be reimbursed for the actual		••	•	
D. All payments under this Amendment to the Agreement must directly support services in this Amendment.  3. All other terms and conditions of the Original Agreement, as applicable, 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:	C.	quarterly basis the amount to		
D. All payments under this Amendment to the Agreement must directly support services in this Amendment.  3. All other terms and conditions of the Original Agreement, as applicable, 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:		Motel Vouchers Subtotal		\$231,087.00
services in this Amendment.  3. All other terms and conditions of the Original Agreement, as applicable, 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:		Total payment to Motel Vo	ichers	\$315,000.00
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:	D.		dment to the Agreement mus	t directly support
COUNTY OF SAN MATEO  By:  Rose Jacobs Gibson, President San Mateo County Board of Supervisors  Date:  Clerk of the Board				cable, between the
San Mateo County Board of Supervisors  Date:  ATTEST:  Clerk of the Board		affixed their hands.		
San Mateo County Board of Supervisors  Date:  ATTEST:  Clerk of the Board			Bv.	
ATTEST:  Clerk of the Board				
Clerk of the Board			Date:	
	ATTEST;			
	lerk of the E	Board		
19TP	Date			

Date

SHELTER NETWORK

By: Michele Tackson Executive

Print name and title

Director

Date: 5-12-03

## EXHIBIT C

#### SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM

(Required only from Contractors who provide services directly to the Public on the County's behalf.) 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 regulations, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of 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), it's 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).

(Check a or b) The Contractor(s):

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.

Shelter Network Randy Walker
Name of 504 Person

1450 Chapin 2nd Floor
Street Address

Bullygame CA 94010
City, State, Zip Code

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

\*\*Executive Date\*\*

Date\*\*

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking it's services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it's existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are

# COUNTY OF SAN MATEO

# Equal Benefits Compliance Declaration Form

I Vendor identification	
Name of Contractor: Contact Person: Address:  Melfer A  Multiple  1450 Cha	Jackson / Randy Walker
Phone Number: 650-685-581 Fax Number: 650-685-58	80 81
Il Employees	
Does the Contractor have any employees?	Yes 🗌 No
Does the Contractor provide benefits to spouse	s of employees? X Yes I No
*If the answer to one or both of the above	
Yes, the Contractor complies by offering equal to its  employees with spouses and its employees  Yes, the Contractor complies by offering a comployees  in lieu of equal benefits.  No, the Contractor does not comply.  The Contractor is under a collective bargain (date) and expires on(date).	s with domestic partners. eash equivalent payment to eligible
IV Declaration  I declare under penalty of perjury under the laws is true and correct, and that I am authorized to bir Executed this   Lawrence 12 Lawrence 2002 at	
Signature Signature	Michele TackSoN  Name (Please Print)
THIS	Contractor Tay Identification Number

# SAN MATEO COUNTY MEMORANDUM

MEMORANDUM							
DATE:	8/7/0	12					
TO:	Priscilla Harris		X: 363-4864	PONY: EPS I	.63		
FROM:	N. 1 of Not. FAX: 596-3478	/ Luch Bot	NY: HSA210				
SUBJECT:	Contract Insu	rance Approval					
The following is to be	e completed by t	he department be	fore submission	n to Risk Man	agement:		
CONTRACTOR NA	ME: Shelter Net	work					
DOES THE CONTR yes	ACTOR TRAVI	il as a part oi	f the contr	act servici	ES?:		
NUMBER OF EMPI	LOYEES WORK	ING FOR CONTE	RACTOR: more	than l			
DUTIES TO BE PER to clients for tempora		ONTRACTOR FO	OR COUNTY: E	Provide motel v	ouchers/		
The following will b	e completed by	Risk Managemen	t:				
INSURANCE COVE	ERAGE:	Amount	Approve	Waive	Modify		
Comprehensive Gene	eral Liability	\$1,000,000					
Motor Vehicle Liabil	lity	\$1,000,000					
Professional Liability	<i>f</i>	\$1,000,000					
Workers' Compensat REMARKS/COMM		Statutory					
Prulla Marse 8-12-02 Risk Management Signature Date							

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PROD		R clair-Dwyer & Co	o Inc.	ONLY AN	ID CONFERS N	UED AS A MATTER OF O RIGHTS UPON TH	E CERTIFICATE
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		Leandro, Ca. 94	578-2101		INSURERS	AFFORDING COVERAG	3E
5 INSU		Shelter Netwo	ork of San Mateo Cou	ID INSPEDA: N	CORDrofits	Insurance Al	lliance CA
		Duetcer Hoome	The out ban hadde do			ensation Insu	
			Avenue, 2nd Floor	INSURER C:			
		Burlingame, 0 :650-685-5880		INSURER D:		<u> </u>	
CO	ÆR.	3650-685-3880 AGES	XII	INSURER E:		· · ·	
Al M	Y R Y P	EQUIREMENT, TERM OR COND ERTAIN, THE INSURANCE AFFO	BELOW HAVE BEEN ISSUED TO THE IN DITION OF ANY CONTRACT OR OTHER IRDED BY THE POLICIES DESCRIBED HI IN MAY HAVE BEEN REDUCED BY PAID O	DOCUMENT WITH EREIN IS SUBJECT	RESPECT TO WH	ICH THIS CERTIFICATE M	AY BE ISSUED OR
INSR LTR	_	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	THI	TS
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						GENERAL AGGREGATE	152,000,000
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A	X	HIRED AUTOS NON-OWNED AUTOS	2002-01344-NPO	07/01/02	07/01/03	SOCILY INJURY (Per accident)	5
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_						EL DISEASE - POLICY LIMIT	1,000,000
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	Certificate Holder is named additional insured as respects liability arising from named insured operations						
CE	7715	FICATE HOLDER X AD	DITIONAL INSURED: INSURER LETTER: A	CANCELLATI	ION		
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				IMPOSE NO DELIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR			
		262 Harbor Bl Belmont, CA	<del></del>	REPRESENTATIV AUTHORIZED REP	7577171717171	2: / !	
	Belmont, CA 94402						