



**FIRST AMENDMENT TO THE AGREEMENT**

**BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**MOSS BEACH HOMES, INC.**

**For the period of**

**August 20, 2002 through June 30, 2005**

**Contact Person: Patricia Crawford  
Human Services Manager  
2500 Middlefield Road  
Redwood City, CA 94063  
(650) 599-3887**

**First Amendment to the Agreement with Moss Beach Homes, Inc.  
For  
The administration of a "Change of Placement Program" for dependent  
children at the Tower House Receiving Home**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Moss Beach Homes, Inc., hereinafter called "Contractor";

**W I T N E S S E T H :**

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

WHEREAS, the Board of Supervisors authorized an Agreement with Moss Beach Homes, Inc. on August 20, 2002, Resolution #65516 for the purpose of implementing the Change of Placement Program; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of administering a Change of Placement Program for dependent children at the County's Tower House Receiving Home located in San Mateo;

WHEREAS, this has been a successful program and both parties wish to amend the Agreement to increase the amount for the purpose of continuing the Change of Placement Program;

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

1. Section 1: **Exhibits** is hereby amended to read:

The following exhibits are attached hereto and incorporated by reference therein.

Exhibit A: Program Description

Exhibit B: Responsibilities

Exhibit C: BY 2002-2003 Budget and Payment Schedule

**Exhibit C1: FY2003-04 Budget and Payment– New Material**

Attachment I: Budget Table FY 2002-03

**Attachment II: Budget Table FY 2003-04 – New Material**

Exhibit D: Program Monitoring

- Exhibit E: Equal Benefits Compliance Declaration Form
- Exhibit F: Section 504 - Assurance of Compliance
- Exhibit G: Fingerprinting Certificate Form
- Exhibit H: Description of Premises
- Exhibit I: GE Lease

2. Section 4: **Payments** is hereby amended to read:

**A. Maximum Amount for Year One and Year Two of the Three Year Term.**

In consideration of Contractor's performance of the services described in Exhibit A and Exhibit B, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **\$369,839 for Fiscal Years 2002-04. The payment for the third year of the term will be negotiated by the parties and reflected in an amendment of this Agreement.**

**B. Rate of Payment.** The rate and terms of payment for Fiscal Year 2002-03 and Fiscal Year 2003-04 shall be as specified in **Exhibit C and C1**. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in **Exhibit C and C1** be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

**C. Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of **Exhibit and C1**. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. All other terms and conditions of the Agreement dated August 20, 2002, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Miss Beach Homes, Inc. Fire Readiness Center  
Contractor – Print Name

Vernon Brown, C.E.O.  
Name, Title – Print

*Vernon Brown*  
Signature

5/22/03  
Date

**Moss Beach Homes, Inc.  
August 20, 2002 through June 30, 2005**

**Budget and Payment Schedule For FY 2003-04**

**Budget:**

- The cost to the County to have the Contractor operate a change of placement program for FY 2003-04 at the Tower House Receiving Home is as shown in Attachment I and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County's obligation \$198,242 for year two (2) of the program.

**Payment:**

The County shall pay Contractor \$16,520 per month upon receipt and approval of invoices. This Agreement will be amended annually to add funds for the remaining fiscal year. Services for year two (2) shall not exceed \$198,242. The total Agreement obligation for year one (1) and year two (2) is \$369,839.

Invoices shall be sent to:

Marnita Garcia-Fulle  
County of San Mateo  
Human Services Agency  
400 Harbor Blvd., Bldg B  
Belmont, CA 94002

**TOWER HOUSE EXCELL READINESS CENTER PROGRAM****Budget Showing FY 2003-04**

<b>Expenses</b>		
Category	Wage Parity Subsidy	
<b>PAYROLL</b>	<b>Hourly Rate</b>	<b>Salary</b>
Program Manager (salary) 40+ hrs wk		\$25,000
1 CCW III 40 hr wk	\$21	16,627
1 CCW II 30 hr wk	\$20	12,470
CCW I - AM 56 hrs wk:	\$17.50	23,278
CCW I - PM 96 hrs wk	\$17.50	39,905
CCW I - NS 112 hrs wk	\$17.50	46,556
<b>Total Payroll</b>		<b>163,836</b>
Benefits		34,407
<b>Total Payroll &amp; Benefits</b>		<b>198,243</b>
<b>Total Expenses w/ Allocations</b>		<b>\$198,243</b>
<b>Less \$1.00 Occupancy Fee charged by the County of San Mateo.</b>		<b>-\$1.00</b>
<b>Total Amount of County of San Mateo obligation</b>		<b>\$198,242</b>

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** May 19, 2003

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

**FROM:** Nath FAX: 596-3478 PONY: HSA210

**SUBJECT:** Contract Insurance Approval

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

CONTRACTOR NAME: Moss Beach Homes., Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor will administer the Excell Transitional Placement Program

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse  
Risk Management Signature

5-19-03  
Date

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID JN MOSSB-1 DATE (MM/DD/YY) 12/26/02

**PRODUCER**  
 Chapman/Lai Insurance Brokers  
 License #0522024  
 P. O. Box 100  
 Oakland CA 94604  
 Phone: 510-444-1111 Fax: 510-444-0000

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.

**INSURED**  
 Moss Beach Homes  
 333 Gellert Blvd., Ste. 203  
 Daly City CA 94015

**INSURERS AFFORDING COVERAGE**  
 INSURER A: Lexington Insurance Company  
 INSURER B: Gen Star Indemnity  
 INSURER C: First National Insurance  
 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	5717665	12/16/02	12/16/03	EACH OCCURRENCE \$ 3000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Sex Abuse				PERSONAL & ADV INJURY \$ 3000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 4000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/PROP AGG \$
					Emp Ben. 1000000
C	AUTOMOBILE LIABILITY	BA7755813I	12/16/02	12/16/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" 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 \$
B	EXCESS LIABILITY	IXG374523B	12/16/02	12/16/03	EACH OCCURRENCE \$ 2000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS: OTHER \$
					E.A. EACH ACCIDENT \$
					E.A. DISEASE - EA EMPLOYEE \$
					E.A. DISEASE - POLICY LIMIT \$
A	OTHER	4373498	12/16/02	12/16/03	Aggregate 4000000
	Professional Liab				Ea Claim 3000000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS, ACDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate holder is named as additional insured with respect to 333 Gellert Blvd., #203, Daly City, CA 94105. \*10 day notice of cancellation for non-payment of premium. CG 2010 attached.

<b>CERTIFICATE HOLDER</b>	<input checked="" type="checkbox"/>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Serramonte Plaza Central Partners, LLC - c/o Insignia/ ESG of California, Inc. 333 Gellert Blvd., #203 Daly City CA 94015		SERRAMO	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 <i>[Signature]</i>



**INSURED:** MOSS BEACH HOMES, INC.  
**POLICY NUMBER:** 5717665 **Commercial General Liability**  
**INSURANCE COMPANY:** LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:** SERRAMONTE PLAZA CENTRAL  
PARTNERS, LLC (LANDLORD)  
SERRAMONTE PLAZA HOLDINGS, LLC  
(MANAGING MEMBER)  
SERRAMONTE PLAZA INVESTORS, LLC  
(MANAGING MEMBER)  
IFC ACQUISITION CORP. II (MANAGING  
MEMBER)  
INSIGNIA/ESG OF CALIFORNIA INC.  
333 GELLERT BLVD., #16  
DALY CITY, CA 94015

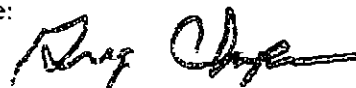
As Respects: LEASED PREMISES: 333 GELLERT BLVD., #203, DALY CITY, CA 94015

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization  
shown in the Schedule as an insured but only with respect to liability arising out of "your work" for that  
insured by or for you.

Authorized Representative:

Dated: 12/27/02



CG 20 10 11 85