



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

SHELTER NETWORK

for the

**MOTEL VOUCHER PROGRAM AND TRANSITIONAL
HOUSING FOR FAMILIES WITH SPECIAL NEEDS PROGRAM**

For the period of

7/1/2003 to 6/30/2004

Contact Person: Marquis, Jack
Telephone number: (650) 802-5035

FIRST AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"), AND SHELTER NETWORK ("Contractor") FOR THE MOTEL VOUCHER PROGRAM AND TRANSITIONAL HOUSING FOR FAMILIES WITH SPECIAL NEEDS PROGRAM

THIS AMENDMENT to the following AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the County and Contractor as named above:

WITNESSETH

WHEREAS, on **June 10, 2003**, by Resolution No. **066043**, the County authorized execution of an Agreement with Contractor for the **Motel Voucher Program and Transitional Housing for Families With Special Needs Program** (the "Original Agreement"); and

WHEREAS, the County desires to provide additional funding support to **Shelter Network** for the **Motel Voucher Program and Transitional Housing for Families With Special Needs Program** by obligating an additional \$ 60,000 in General Funds; and

WHEREAS, both parties now wish to enter into an Agreement, to provide the Motel Voucher Program and Transitional Housing for Families With Special Needs for the period of July 1, 2003 to June 30, 2004, for a total obligation of \$460,000.

NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT THE FUNDING AGREEMENT IS AMENDED AS FOLLOWS:

1.- Page 1 of the Funding Agreement is amended to read as follows:

<u>CONTRACT AMOUNT</u>	\$460,000	<u>CONTRACT TERM</u>	
		Start Date :	7/1/2003
		End Date :	6/30/2004
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Steve Cervantes		Michele Jackson	
Director Office of Housing		Executive Director	
262 Harbor Blvd., Bldg A		1450 Chapin Avenue, 2nd Floor	
Belmont, CA 94002		Burlingame, CA 94010	
(650) 802-5050	Fax: (650) 802-5049	(650) 685-5880	Fax:

EXHIBITS

2.- Exhibit B of the Funding Agreement is replaced in its entirety by the Attached Exhibit B1

3.- Section 3 of the Funding Agreement is amended to read as follows:

3. SERVICES TO BE PERFORMED

In consideration of the payments hereinafter set forth in **Exhibit B1**, Contractor, under the general direction of the Director of Human Services Agency (the "Director"), or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A.

4.- Section 4 of the Funding Agreement is Amended to read as follows:

4. PAYMENTS

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 under this Agreement shall not exceed **\$460,000**.

B. **Method and Rate of Payment** The method and rate of payment shall be as specified in **Exhibit B1**. Any increase in the rate of payment is subject to the approval of the Director 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 B1** be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A1 to the full satisfaction of the Director or her representative.

C. **Time Limit for Submitting Invoices** As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of **Exhibit B1**. 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 twenty (120) days after the date services were rendered, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds** Payment for all services provided pursuant to this Agreement is contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not, as determined by the Director, appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the Agreement at any time due to the unavailability of Federal, State or County funds.

5.- Except as herein specified, all other terms and conditions of the Funding Agreement 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: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Shelter Network

By: Michele Jackson, Executive Director
Print Name & Title

Michele Jackson
Signature

Date: 4-22-04

EXHIBIT B1
METHOD AND RATE OF PAYMENT

- A. For the Motel Voucher Program, Contractor shall be paid as follows:
1. \$240,000 as direct reimbursement for actual expenditures of motel vouchers used in the program. Voucher usage shall not exceed \$60,000 per quarter unless approved in writing by the HSA Director or her representative; in no case shall the excess exceed \$60,000/quarter. Notwithstanding the above, if, in any quarter the usage of motel vouchers should be less than \$45,000, the difference may carry over to the next quarter without written approval of the HSA Director.
 1. Contractor shall receive the amount of \$22,500 per quarter, for the administration of the program.
- B. For the Supportive Transitional Housing Program, Contractor shall be paid \$32,500 per quarter providing that the stipulations in Exhibit D have been met.
- C. All payments to Contractor shall be made on a quarterly basis and must be accompanied by the reports specified in Exhibit D of this Agreement. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party.
- D. HSA Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$460,000.