



**SECOND AMENDMENT TO THE
AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO
AND
OPPORTUNITIES INDUSTRIALIZATION
CENTER WEST, INCORPORATED**

For the Period of

July 1, 2000 through September 30, 2002

Agency Contact Person:
*Kristin Cornuelle, Acting
Manager
Workforce Investment Board
(650) 802-5181*

**SECOND AMENDMENT TO THE AGREEMENT WITH OPPORTUNITIES
INDUSTRIALIZATION CENTER WEST, INC., FOR THE PROVISION OF
REALLOCATION OF FUNDS FOR FY2001/2002**

THIS AMENDMENT, entered into this day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Opportunities Industrialization Center West, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on July 25, 2000, by Resolution No. 63818, the County and Contractor entered into an agreement setting forth the respective duties and responsibilities with respect to provision of services for Workfirst and One-Stop Career Center participants; and

WHEREAS, on November 28, 2000, by Resolution No. 64116, the County and Contractor entered into an amendment to provide comprehensive year-round youth programs; and

WHEREAS, the County and Contractor desire to enter into a second amendment to reduce Contractor's PeninsulaWorks Menlo Park One-Stop budget by \$131,012, to support the reallocation of resources and expanding services to another One-Stop site.

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

1. The Following exhibits are attached hereto and incorporated by reference therein.

Exhibits

Exhibit AA: PeninsulaWorks – Menlo Park Year 2 Service Level, adding to Exhibit A

Exhibit B-2: PeninsulaWorks – Menlo Park Year 2 Budget - replacing Exhibit B-1,
Section I – PeninsulaWorks – Menlo Park narrative and budget.

2. Section (3). Payments, Paragraph A of the agreement is hereby amended to read as follows:
Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A and Exhibit F, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,764,760 for the contract term.
3. Section (7C). **Non-Discrimination - Employment**, is hereby amended to read as follows:
Contractor shall ensure equal employment opportunity based on objective standards of Recruitment, selection, promotion, classification, compensation, performance evaluations, and Management Relations, for all employees under this Agreement. Contractor's Affirmative Action Policies shall be made available to County upon request.

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.

4. Section (17) Violation of the Non-Discrimination provisions will be added to read as follows:

Violation of the Non-Discrimination

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

5. All other provisions of the agreement, signed and dated July 25, 2000, shall remain in 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:

Clerk of the Board

Date: _____

Opportunities Industrialization
Center-West, Inc.



Signature

Date: 12/6/01

Tax ID# 94-1712371

Section I

EXHIBIT AA

PeninsulaWorks – Menlo Park

Year 2 Service Level

Projected Service Levels

| | |
|--------------------|-----------|
| Core | 7,200 |
| Core Registered | 378 |
| Intensive Services | 260 |
| Training referrals | <u>80</u> |
| TOTALS | 7,918 |

Section I

EXHIBIT B-2

PeninsulaWorks - Menlo Park
Year 2 Budget

| Description | Units | Budget | Cost Allocation | | |
|--------------------------------|---------------------------|-----------------------------|-----------------|----------------|--|
| | | Year 2 7-1-01 to 6-30-02 | Adult 44% | DW 56% | |
| <u>Direct Staffing</u> | | | | | |
| Counseling | 2.5 FTE | 112,840 | 49,650 | 63,190 | |
| Client Services Rep | 1.0 FTE | 33,675 | 14,817 | 18,858 | |
| One-Stop Manager | .5 FTE | 25,053 | 11,023 | 14,030 | |
| Receptionist | .5 FTE | 10,000 | 4,400 | 5,600 | |
| Total Salaries | | 181,568 | 79,890 | 101,678 | |
| Benefits @ 26% | | 47,208 | 20,771 | 26,437 | |
| Total Direct Staffing | | 228,776 | 100,661 | 128,115 | |
| <u>Other</u> | | | | | |
| Staff Travel | \$104 / 12 months | 1,248 | 549 | 699 | |
| Staff Training | 3.5 staff X 500 | 1,750 | 770 | 980 | |
| Space | | | | | |
| Resource Center | 1014 sq. ft @ \$2.54 x 12 | 30,878 | 13,586 | 17,292 | |
| Case Management | 1104 / mo X 12 | 13,248 | 5,829 | 7,419 | |
| Communications | | | | | |
| Resource Center | \$520 / mo | 6,240 | 2,745 | 3,495 | |
| Case Management | \$650 / mo | 7,800 | 3,432 | 4,368 | |
| Equipment Rental | \$364 / mo | 4,368 | 1,921 | 2,447 | |
| Supplies | | | | | |
| Resource Center | \$312 / mo | 3,744 | 1,647 | 2,097 | |
| Case Management | \$312 / mo | 3,744 | 1,647 | 2,097 | |
| Recruitment | \$520 / qtr | 2,080 | 915 | 1,165 | |
| Supportive Services for Client | | 25,000 | 11,000 | 14,000 | |
| Total Other | | 100,100 | 44,041 | 56,059 | |
| Total WIA | | 328,876 | 144,702 | 184,174 | |

COUNTY OF SAN MATEO
MEMORANDUM

DATE: October 17, 2001

FROM: Dorothy Shavies FAX: 802-6401 HSA202WD

SUBJECT: APPROVAL OF INSURANCE

CONTRACTOR: OICW

DO THEY TRAVEL: Yes

PERCENT OF TIME

NUMBER OF EMPLOYEES

DUTIES (SPECIFIC): Provision of employment and training services.

COVERAGE

| | Amount | Approve | Waive | Modify |
|------------------------------|--------|---------|-------|--------|
| Comprehensive Gen. Liability | \$2m | ✓ | | |
| Motor Vehicle Liability | \$1m | ✓ | | |
| Professional Liability | | | ✓ | |
| Workers' Compensation | \$1m | ✓ | | |

REMARKS/COMMENTS:

Prunella Morse
Manager, Risk Management

Pony EPS163

SUBMIT TO RISK MANAGEMENT

FAX 363-4864

ACORD**CERTIFICATE OF LIABILITY INSURANCE**POLICY ID: KF
OICW--1DATE (MM/DD/YY)
08/29/01

PRODUCER
Crist Elliott Machette & Taylor
License #OB17224
150 Grand Avenue
Oakland CA 94612
Phone: 510-832-8000 Fax: 510-832-5054

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

INSURED
O.I.C.W. Inc.
(Opportunities Industrial
Center West)
(dba) Mimes Cafe
1200 O'Brien Drive
Menlo Park CA 94025

INSURER A: Travelers Property Casualty
INSURER B: State Compensation Fund
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 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 | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | 660740X2058 | 04/22/01 | 04/22/02 | FIRE DAMAGE (Any one fire) | \$ 300,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input checked="" type="checkbox"/> Employee Benefits | 660740X2058 | 04/22/01 | 04/22/02 | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Liquor Liability | 660740X2058 | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | Prof Liab | Included |
| A | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | 810-1305W762 | 04/22/01 | 04/22/02 | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| A | EXCESS LIABILITY | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | 660740X2058 | 04/22/01 | 04/22/02 | AGGREGATE | \$ 1,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 4692819-00 | 07/01/01 | 07/01/02 | WC STATUTORY LIMITS | OTH-ER |
| | | | | | E.L. EACH ACCIDENT | \$ \$1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ \$1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ \$1,000,000 |
| A | OTHER | | | | | |
| | Property Section | 660740X2058 | 04/22/01 | 04/22/02 | Bldg/BPP | \$5,656,000 |
| | Blkt Values | | | | BI/EE | \$4,700,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage regarding "One Stop Services, Out of School/ In school youth provider" operations performed by Named Insured for Certificate Holder

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SANMAT1

County of San Mateo
Dorothy Shavies, Mgt Analyst
Employment & Training Admin
262 Harbor Blvd
Belmont CA 94002

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.

Michael E. Taylor

