

**AMENDMENT TO AGREEMENT WITH  
THE CITY OF PACIFICA TO PROVIDE CDBG FUNDS  
FOR IMPROVEMENTS TO THE PACIFICA SENIOR CENTER**

THIS AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and CITY OF PACIFICA, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, Pursuant to Board of Supervisors Resolution No. 64976, County and Contractor entered into an Agreement dated December 18, 2001, providing Community Development Block Grant ("CDBG") funds to assist with the rehabilitation of the Pacifica Senior Center (the "Agreement"); and

WHEREAS, Contractor applied for and was awarded additional CDBG funds to expand the scope of rehabilitation work at the Senior Center; and

WHEREAS, County and Contractor desire to amend said Agreement;

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

1. The Maximum Amount Payable pursuant to the Agreement shall be changed from \$105,000 to \$180,000.
2. Exhibit A shall be amended in its entirety to read as follows:

Contractor shall hire licensed and professional construction contractors to perform the following work:

- A. Replace the existing roof system. The work shall include removal of the existing roof and perimeter sheet metal flashing material, installation of new rigid tapered insulation board, a 2-ply SBS modified bitumen roofing system and new sheet metal flashing material at the perimeter and all penetrations. An alternate design may be installed with prior written approval of the County.
- B. Provide and install new roof-mounted heating equipment which is to be hooked up to existing duct work.
- C. With any of the \$180,000 in funds remaining available after the performance of the work specified in paragraphs A and B of this Exhibit A to the Agreement, Contractor shall perform as much of the following work as possible:
  - Replace existing carpet with carpet of a comparable quality grade.
  - Replace kitchen floor covering (to include complete removal of existing floor covering).
  - Paint Interior.
  - Paint Exterior.

Contractor may determine the priority and order of completion of the items in paragraph C above.

3. Exhibit B shall be amended in its entirety to read as follows:

Payment by County to Contractor shall be made on a reimbursement basis upon timely claims for reimbursement being submitted by Contractor to County. Requests for reimbursement shall include copies of invoices paid together with warrants, canceled checks, or other proof that the invoices have been paid.

The total amount paid by County to Contractor shall not exceed the lesser of \$180,000 or 50% of the total qualifying project costs, whichever is less. For purposes of this Agreement "qualifying contract costs" shall include all expenditures made to licenses professional construction contractors for work on the Senior Center rehabilitation project and shall excluded salary, fringe benefits or other compensation of employees of Contractor or its affiliates.

County shall reimburse Contractor 50% of each invoice from the licensed professional construction contractors up to County's maximum obligation under this Agreement of \$180,000. Contractor shall be responsible for all project costs other than the County's \$180,000 maximum obligation under this agreement. County shall only contribute to costs of work specified in paragraph 2C of Exhibit A of this Agreement if all work specified in paragraphs 2A and 2B items A and B of that Exhibit A has been completed.

Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the Senior Center rehabilitation project. County reserves the right to verify such completion prior to disbursement of payment to Contractor.

4. Exhibit D shall be amended in its entirety to read as follows:

Contractor shall submit a **Quarterly Report** within 30 days of the end of each quarter during the term of this Agreement which shall detail the status of the Senior Center rehabilitation project. The report should be in the form of a narrative description of all activities performed in relation to the project including all pre-development activities. The report should include a project time-line and indicate the status of the project in relationship to this time-line. Contractor must document any changes from the time-line submitted with the original application. This report requirement is in addition to any information submitted with requests for reimbursement.

Contractor shall provide to County, on demand, all requested income and demographic data about the recipients of services under this Agreement. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

In accordance with Paragraph 11 of this Agreement, upon reasonable notice, County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers, records of Contractor which are directly pertinent to this project or the Housing and Community Development Act program activities, for the purpose of making audits, examinations, excerpts and transcriptions, Contractor shall further provide County and relevant monitoring agencies reasonable access to the physical premises covered under this Agreement for inspections from time to time for compliance with the terms of this Agreement.

Contractor shall provide County with an Annual Audit Report each year during the term of this Agreement. The Audit report must include a statement of compliance with OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

All other terms and conditions of the 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: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

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

Attest:

\_\_\_\_\_  
Clerk of Said Board

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

CITY OF PACIFICA

By: DAVID CARMONY, City Manager  
Print Name & Title

\_\_\_\_\_  
Signature

Date: 6-6-02

Tax ID #: 94-603341



STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7174

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

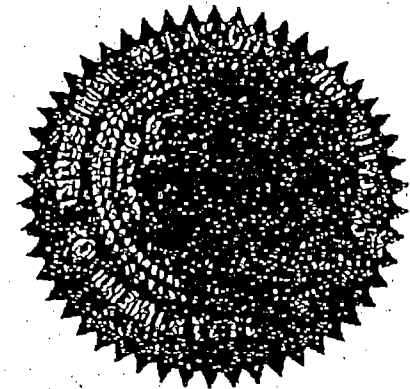
CITY OF PACIFICA

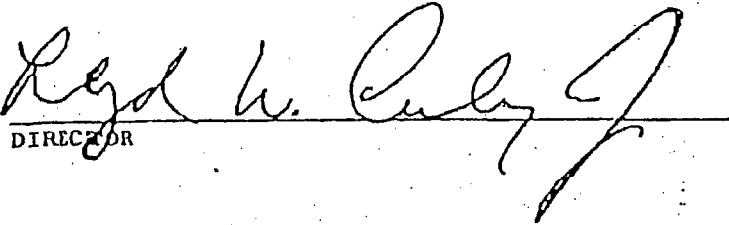
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

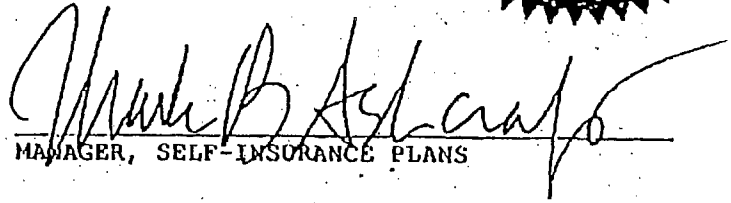
This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA



  
\_\_\_\_\_  
DIRECTOR

  
\_\_\_\_\_  
MANAGER, SELF-INSURANCE PLANS

SUPRECEDES CERTIFICATE NO. P-0216