

**THIRD AMENDMENT TO THE AGREEMENT WITH OPPORTUNITIES  
INDUSTRIALIZATION CENTER WEST, INC., FOR THE PROVISION OF  
WORKFIRST AND ONE-STOP CAREER CENTER SERVICES  
DURING PY 2002-03**

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, 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 a First Amendment to provide Comprehensive Year-Round Youth Services programs; and

WHEREAS, on January 8, 2002, by Resolution No. 65005, the County and Contractor entered into a Second Amendment to reduce Contractor's PeninsulaWorks Menlo Park One-Stop budget by \$131,012, to support the expansion of the PeninsulaWorks One-Stop system; and

WHEREAS, the County and Contractor desire to enter into a Third Amendment for additional services through the Jobs Now program (formerly Work First) and the One-Stop Career Center during PY 2002-03.

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

1. Section 1: **Exhibits** is hereby amended by adding the following:

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

- Exhibit AA1: PeninsulaWorks Menlo Park year 3 participant level and performance Measures.
- Exhibit B3: PeninsulaWorks Menlo Park year 3 narrative and budget

2. Section 2: **Services to be Performed** is hereby amended to read as follows:

In consideration of the payments hereinafter set forth in Exhibit B, Exhibit B1, Exhibit B2 and Exhibit B3 attached hereto and incorporated by reference herein, Contractor will provide the services described in the Exhibits to this Agreement, under the general direction of the Director of the Human Services Agency, or her authorized representative, with the respect to the attached hereto and incorporated by reference herein.

3. Section 3: **Maximum Amount**, paragraph A and **Rate of Payment**, paragraph B are hereby amended to read as follows:

A. In full consideration of Contractor's performance of the services described in the Exhibits to this Agreement, the amount that the County shall be obligated to pay for services rendered under this Agreement is increased by \$459,744, and shall not exceed \$2,224,504 for the contract term.

B. The rate and terms of payment shall be as specified in Exhibit B, Exhibit B1, Exhibit B2 and Exhibit B3. Any rate increase is subject to the approval of the Director of the Human Services Agency of her authorized representative, and shall not be binding on County unless so approved in writing. In no event shall the rates established in Exhibit B, Exhibit B1, Exhibit B2 and Exhibit B3, be increased to the extent that the maximum County obligation exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of services described in the Exhibits to this Agreement to the full satisfaction of the Director of Human Services or her representative.

4. Section 16: **Term of the Agreement** is hereby amended to read:

Subject to compliance with the terms and conditions of this Agreement for Opportunities Industrialization Center West, Inc., the term of this Agreement shall be from July 1, 2000 through June 30, 2003.

All other provisions of the Agreement, signed and dated July 25, 2000, and as amended on November 28, 2000 and January 8, 2002 shall remain in 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, County of San Mateo*


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

**ATTEST:**

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

Opportunities Industrialization Center West (OIC)  
\_\_\_\_\_  
*Contractor - Print Name*

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

Russell B. Pyne, Chairman  
\_\_\_\_\_  
*Name, Title - Print*  
  
\_\_\_\_\_  
*Signature*

Date: 08-21-02 Tax ID # 94-1712371

**OICW**  
**PeninsulaWorks – Menlo Park**  
**One-Stop Career Center**

FY 2002-03 Projected Participant Levels

	TOTAL	ADULTS	DW
Core Self-Service	3,000	1,200	1,800
Core Registered	553	221	332
Intensive Services	551	220	331
Training Referrals	65	26	39
<b>TOTAL</b>	<b>4,169</b>	<b>1,667</b>	<b>2,502</b>

PY 2002-03 Performance Measures

Performance Indicator	PY 2002-2003
<b>Adults</b>	
Entered Employment Rate	80
Retention Rate	87
Earnings gain	4,075
Credentialing rate	70
<b>Dislocated Worker</b>	
Entered Employment Rate	81.86
Retention Rate	97.30
Replacement Rate	98
Credentialing rate	70

OICW  
 Peninsula Works - Menlo Park  
 FY 2002- 03/Year 3 Budget

Description	Units	Budget	Cost Allocation	
		Year 3 7-1-02 to 6-30-03	Adult 40%	DW 60%
<b>Direct Staffing</b>				
Counseling	5 Counseling + 1 L Counseling X 20% = 1.2 FTE	55,167	22,067	33,100
Client Services Rep	1.0 FTE	39,891	15,956	23,935
One-Stop Manager	.5 FTE	24,803	9,921	14,882
MIS Specialist	.5 FTE	16,843	6,737	10,106
Total Salaries		136,704	54,681	82,023
Benefits @ 26%		35,542	14,217	21,325
<b>Total Direct Staffing</b>		<b>172,246</b>	<b>68,898</b>	<b>103,348</b>
<b>Other Direct Cost:</b>				
Supplies				
Resource Center	\$200 / month	2,400	960	1,440
Case Management	\$200 / month	2,400	960	1,440
Recruitment	\$500/quarter	2,000	800	1,200
Supportive Services for Clients		0	0	0
<b>Total Other Direct Cost</b>		<b>6,800</b>	<b>2,720</b>	<b>4,080</b>
<b>Operating Cost:</b>				
Resource Center	1014 sq. ft @ \$2.77 x 12X 50%	16,853	6,741	10,112
Orientation Film	% of production costs per previous Agreement	13,846	5,538	8,308
<b>Total Operating Cost:</b>		<b>30,699</b>	<b>12,279</b>	<b>18,419</b>
<b>Total Cost for Peninsula Works</b>		<b>209,745</b>	<b>83,897</b>	<b>125,847</b>

OICW Jobs Now FY 2002-03/Year 3 Budget		
		Budget
		Year 3
Description	Units	7-1-02 to 6-30-03
<b><u>Direct Staffing</u></b>		
Trainers	2.0	92,624
Director of Corporate Relations	0.5	34,922
Client Service Reps	1.0	34,592
Total Salaries		162,138
Fringe Benefits @ 26% of Salaries		42,157
<b>Total Direct Staffing</b>		<b>204,295</b>
<b><u>Other Operating Costs</u></b>		
Staff Travel	\$30/month	360
Staff Training : 3 staff @ \$315		945
Space related	\$1,750/month	21,000
Communications	\$740/month	8,880
Equipment Rental	\$250/month	3,000
Supplies/materials	\$500/month	6,000
Supportive Services for clients	\$460/month	5,520
<b>Total Other</b>		<b>45,705</b>
<b>Total For Jobs Now</b>		<b>250,000</b>

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Opportunities Industrialization Center West (OICW)
Contact Person: Sharon Williams
Address: 1200 O'Brien Drive, Menlo Park, CA 94025
Phone Number: 650/462-6303
Fax Number: 650/324-3419

II Employees

Does the Contractor have any employees? [X] Yes [ ] No
Does the Contractor provide benefits to spouses of employees? [X] Yes [ ] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 21st day of August, 2002 at Menlo Park, California (City)

(State) [Signature]
Chairman of the Board
Title

Russell B. Pyne
Name (Please Print)
94-1712371
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: 05/08/02  
TO: Pricilla Harris Morse  
FROM: Deborah Jaeger, HSA210 Fax: (650) 596-3478  
SUBJECT: APPROVAL OF INSURANCE  
CONTRACTOR: OICW

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES more than 1

DUTIES: This Amendment covers partial cost of an English and Spanish video production to promote Peninsula Works. OICW performs Employment Services and Training for the main portion of the Agreement

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: This Amendment adds \$13,846 to the Agreement to cover video production costs. The total amount of the Agreement is \$1,778,606

*Pricilla Morse*  
Manager, Risk Management

Ins.form

PONY EPS163

SUBMIT TO RISK MANAGEMENT  
OR

FAX 363-4864

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KE  
OICW--1

DATE (MM/DD/YY)  
04/26/03

**PRODUCER**  
InterWest Insurance Serv., Inc  
25 Orinda Way, Suite 308  
Orinda CA 94563  
Phone: 800-464-0077 Fax: 925-253-3108

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 and Cas.**  
INSURER B: **State Compensation Insur 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	04/22/02	04/22/03	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	04/22/02	04/22/03	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Liquor Liability	660740X2058			GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					<b>Prof Liab</b> Included
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	810-1305W762	04/22/02	04/22/03	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 EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	660740X2058	04/22/02	04/22/03	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 OTHER
					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 Blkt Values	660740X2058	04/22/02	04/22/03	Bldg/BPP \$5,656,000 BI/EE \$4,700,000

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

Evidence of Coverage

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

**CANCELLATION**

San Mateo County Human Service Agency  
Workforce Investment Board  
400 Harbor Blvd, Building B  
Belmont CA 94002

SANMATE

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 WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Michael Taylor*