



**FOURTH AMENDMENT TO THE AGREEMENT**

**BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**OPPORTUNITIES INDUSTRIALIZATION CENTER-WEST  
(OICW)**

**For the period of**

**July 1, 2000 through June 30, 2003**

Contact Person:

*Kristin Cornuelle*

*Workforce Development Manager*

*(650) 802-5181*

**FOURTH AMENDMENT TO THE AGREEMENT WITH  
OPPORTUNITIES INDUSTRIALIZATION CENTER WEST, INC.  
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, on September 10, 2002, by Resolution No. 65541, the County and Contractor entered into a Third Amendment to increase budget for PeninsulaWorks program by \$209,744 and Jobs Now program by \$250,000; and

WHEREAS, the County and Contractor desire to enter into a Fourth Amendment to increase budget for Youth program by \$180,060 for Comprehensive Year-Round Youth services, and PeninsulaWorks program by \$15,000 for supportive services to laid-off workers and their families 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 A-5: Comprehensive Year Round Employment and Training Related Services

Exhibit B3 Revised: PeninsulaWorks FY 2002-03 revised Budget

Exhibit B4-1: Budget Justification/ Explanation of line item costs for WIA Comprehensive Youth Services

Exhibit B4-2: OICW Youth Program Budget

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, Exhibit B3, Exhibit B4-1 and Exhibit B4-2 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.

2. 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 \$195,060, and shall not exceed \$2,419,564 for the contract term.
- B. The rate and terms of payment shall be as specified in Exhibit B, Exhibit B1, Exhibit B2, Exhibit B3, Exhibit B4-1 and Exhibit B4-2. Any rate increase is subject to the approval of the Director of the Human Services Agency or 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, Exhibit B3, Exhibit B4-1 and Exhibit B4-2, 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.

All other provisions of the Agreement, signed and dated July 25, 2000, and as amended on November 28, 2000, January 8, 2002, and September 10, 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

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

Opportunities Industrialization  
Contractor - Print Name Center West, Inc

Sharon Williams, Executive Director  
Name Title - Print

Sharon Williams  
Signature

Date: 10-09-02

**Opportunities Industrialization Center-West  
Comprehensive Year-Round Employment and Training Related Services  
PY 2002-03**

**A. ENROLLMENTS AND OUTCOMES**

1. Contractor shall enroll a minimum of 36 Out-of-School WIA eligible youth participants and a minimum of 24 In-School WIA eligible youth during program year (PY) 2002-2003. All participants must meet the definition of "Out-of-School" and "In-School" youth.
2. All 60 participants will complete comprehensive basic skills assessments and other assessment instruments to develop an Individual Services Strategy (ISS) that will outline their educational and employment goals and objectives.
3. All 60 participants will receive ongoing, comprehensive guidance and counseling as they work toward educational and career goals.
4. A minimum of 20 out-of-school youth will enroll in GED classes.
5. A minimum of 24 out-of-school youth will enroll in vocational training classes.
6. A minimum of 15 in-school youth will participate in vocational training classes and other programs to help them earn a high school diploma or equivalent.
7. A minimum of 15 youth (both in-school and out-of-school) will participate in paid internship/work experience activities.
8. A minimum of 20 in-school and 30 out-of-school youth will participate in academic tutoring and support activities.
9. A minimum of 20 in-school and 30 out-of-school youth will participate in life skills workshops and other personal/professional development activities.

## IN-SCHOOL

## YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)

FY02-03

New Enrollments (14-18)	23
WIA Carryovers	26
Total WIA Participants (14-18)	49
<b>PERFORMANCE STANDARDS</b>	
<b>Skill Attainment Rate</b> <i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. All youth deficient in basic skills must set a basic skill attainment goal. The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i>	77.88%
<b>Diploma/Equivalent Attainment Rate</b> <i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 40% will have attained a diploma/equivalent prior to exiting the program.</i>	66.45%
<b>Retention Rate at Six Months</b> <i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3<sup>rd</sup>) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i>	46.73%
Participant Customer Satisfaction Rate (weighted index)	71
Employer Customer Satisfaction Rate (weighted index)	69
<b>Positive Termination Rate at Exit</b> <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i>	90%

## IN-SCHOOL

## OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)

New Enrollments (19-21)	1
WIA Carryovers	0
Total WIA Participants (19-21)	1
<b>PERFORMANCE STANDARDS</b>	
<p><b>Entered Employment Rate</b></p> <p>Measures youth that get a job through program interventions. Of those who are not employed at registration <u>and</u> do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</p>	40.66%
<p><b>Employment Retention Rate at Six Months</b></p> <p>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that <u>do not</u> move on to post secondary education or advanced training, 82% will still be employed in the 3<sup>rd</sup> quarter after exit. Youth employed at exit but not employed in the 3<sup>rd</sup> quarter that are in post-secondary or advanced training are excluded from this measure.</p>	81.81%
<p><b>Average Earnings Change in Six Months</b></p> <p>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that <u>do not</u> move on to post-secondary education or advanced training, will (on average) be earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3<sup>rd</sup> quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the <u>only data</u> used to measure this standard.</p>	\$2,682
<p><b>Credential Rate at six Months</b></p> <p>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3<sup>rd</sup> quarter.</p>	55%
Participant Customer Satisfaction Rate (weighted index)	71
Employer Customer Satisfaction Rate (weighted index)	69
<p><b>Positive Termination Rate at Exit</b></p> <p>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</p>	90%

**OUT-OF-SCHOOL  
YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)**

FY02-03

New Enrollments (14-18)	18
WIA Carryovers	5
Total WIA Participants (14-18)	23
<b>PERFORMANCE STANDARDS</b>	
<p><b><i>Skill Attainment Rate</i></b></p> <p><i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. All youth deficient in basic skills must set a basic skill attainment goal. The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i></p>	77.88%
<p><b><i>Diploma/Equivalent Attainment Rate</i></b></p> <p><i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 40% will have attained a diploma/equivalent prior to exiting the program.</i></p>	66.45%
<p><b><i>Retention Rate at Six Months</i></b></p> <p><i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3<sup>rd</sup>) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i></p>	46.73%
Participant Customer Satisfaction Rate (weighted index)	71
Employer Customer Satisfaction Rate (weighted index)	69
<p><b><i>Positive Termination Rate at Exit</i></b></p> <p><i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%



**OUT-OF-SCHOOL  
OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)**

New Enrollments (19-21)	18
WIA Carryovers	21
Total WIA Participants (19-21)	39
<b>PERFORMANCE STANDARDS</b>	
<p align="center"><b>Entered Employment Rate</b></p> <p><i>Measures youth that get a job through program interventions. Of those who are not employed at registration <u>and</u> do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</i></p>	40.66%
<p align="center"><b>Employment Retention Rate at Six Months</b></p> <p><i>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that <u>do not</u> move on to post secondary education or advanced training, 82% will still be employed in the 3<sup>rd</sup> quarter after exit. Youth employed at exit but not employed in the 3<sup>rd</sup> quarter that are in post-secondary or advanced training are excluded from this measure.</i></p>	81.81%
<p align="center"><b>Average Earnings Change in Six Months</b></p> <p><i>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that <u>do not</u> move on to post-secondary education or advanced training, will (on average) be earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3<sup>rd</sup> quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the <u>only data</u> used to measure this standard.</i></p>	\$2,682
<p align="center"><b>Credential Rate at six Months</b></p> <p><i>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3<sup>rd</sup> quarter.</i></p>	55%
Participant Customer Satisfaction Rate (weighted index)	71
Employer Customer Satisfaction Rate (weighted index)	69
<p align="center"><b>Positive Termination Rate at Exit</b></p> <p><i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%

**Exhibit B3 - Revised**

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OICW  
 Peninsula Works - Menlo Park  
 Fiscal Year 2002-2003  
 Revised 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	82,022
Benefits @ 26%		35,542	14,217	21,325
<b>Total Direct Staffing</b>		<b>172,245</b>	<b>68,898</b>	<b>103,347</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		15,000	6,000	9,000
<b>Total Other Direct Cost</b>		<b>21,800</b>	<b>8,720</b>	<b>13,080</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>224,744</b>	<b>89,898</b>	<b>134,846</b>

**OICW – WIA Comprehensive Youth Services**  
Budget Justification/Explanation of Line Item Costs

The following two line items in OICW's WIA Comprehensive Youth Service Budget are expected to be utilized as follows:

**Section IV – “Other Costs”**

- *Supportive Services for Participants – Estimated WIA Cost \$13,500*

Supportive Services funds will be used to pay for items that are essential to participants' overall success in WIA funded programs and services. These expenses will only be covered in instances where they cannot be paid for by using another source. Examples of these items include childcare costs (short-term), transportation (bus & train passes and/or mileage expenses), test fees, books, emergency assistance (e.g. utility bills, etc.) and other education, training, and work-related expenses essential for participants' well-being and career growth and development.

- *Incentives and Awards for Participants – Estimated WIA Cost \$500*

Youth participants who are demonstrating excellent effort and performance in WIA funded programs and services are expected to be recognized and rewarded for their good work with the opportunity to earn awards and incentives such as movie passes, gift certificates, and other items. Most of the costs associated with this line item are expected to be paid for using matching (i.e. non-WIA) funds.

OICW YOUTH PROGRAM  
October 1, 2002 - June 30, 2003  
BUDGET

ITEM	DETAIL	AMOUNT	SOURCE		
I. PERSONNEL			WIA ISY	WIA OSY	NON-WIA
<b>CERTIFIED SALARIES</b>					
Basic Skills Instructor	\$25/hour @ 25 hours/week @ 36 weeks/year	\$ 22,500	\$ 5,250	\$ 3,000	\$ 14,250
Culinary Arts Instructor	\$25/hour @ 400 hours/year	10,000	4,500	-	5,500
Digital Video Instructor	\$25/hour @ 300 hours	7,500	3,750	-	3,750
Electronics Instructor	NO COST - Paid by Sequoia Adult School	-	-	-	-
Office Skills Instructor	NO COST - Paid by Sequoia Adult School	-	-	-	-
Web Page Design/HTML Instructor	\$25/hour @ 300 hours	7,500	4,500	-	3,000
<b>TOTAL CERTIFIED SALARIES</b>		<b>\$47,500</b>	<b>\$18,000</b>	<b>\$3,000</b>	<b>\$26,500</b>
<b>CLASSIFIED SALARIES</b>					
Program Director (40 hours/week)	\$5125/month @ 9 months	\$ 46,125	\$ 11,250	\$ 11,250	\$ 23,625
In-School Youth Counselor (40 hours/week)	\$3500/month @ 9 months	31,500	12,000	-	19,500
In-School Youth Counselor (30 hours/week)	\$3500/month @ 9 months @ 75% FTE	23,627	4,125	-	19,502
Out-of-School Youth Counselor (30 hours/week)	\$3333/month @ 9 months @ 62.5% FTE	20,310	-	20,250	60
Public Allies Intern (32 hours/week)	\$1550/month @ 9 months	15,500	-	-	15,500
Health Educator (20 hrs/week)	\$3667/month @ 9 months @ 50% FTE	22,000	-	-	22,000
Administrative Assistant (40 hrs/week)	\$3000/month @ 9 months	36,000	9,285	4,575	22,140
<b>SUBTOTAL CLASSIFIED SALARIES</b>		<b>195,062</b>	<b>36,660</b>	<b>36,075</b>	<b>122,327</b>
Fringe Benefits (26% of salaries)		46,686	9,532	9,380	27,775
<b>TOTAL CLASSIFIED SALARIES</b>		<b>\$ 241,748</b>	<b>\$ 46,192</b>	<b>\$ 45,455</b>	<b>\$ 150,102</b>
<b>TOTAL PERSONNEL</b>		<b>\$ 289,248</b>	<b>\$ 64,192</b>	<b>\$ 48,455</b>	<b>\$ 176,602</b>
<b>II. TRAINING MATERIALS AND SUPPLIES - IN SCHOOL YOUTH CLASSES &amp; TRAINING PROGRAMS</b>					
<b>CLASSES</b>					
Culinary Arts	\$300/student @ 48 students	\$ 14,400	\$ 3,750	\$ -	\$ 10,650
Electronics	\$25/project @ 10 projects/student @ 30 students	7,500	3,000	-	4,500
Office Skills	\$200/student @ 30 students	6,000	1,875	-	4,125
Basic Skills Component	\$75/student @ 100 students	7,500	1,875	-	5,625
Digital Video	\$416/student @ 24 students	10,000	1,875	-	8,125
Web Page Design/HTML	\$250/student @ 30 students	7,500	1,875	-	5,625
<b>TOTAL TRAINING MATERIALS &amp; SUPPLIES FOR VOCATIONAL CLASSES</b>		<b>\$ 52,900</b>	<b>\$ 14,250</b>	<b>\$ -</b>	<b>\$ 38,650</b>
<b>III. ADMINISTRATION AND SUPPLIES</b>					
Office Supplies (staff and student supplies)	\$300/month @ 9 months	\$ 2,700	\$ 450	\$ 450	\$ 1,800
Telephones	\$200/month @ 9 months	1,800	450	450	900
Production and Mailing of Promotional and Informational Materials	\$200/month @ 9 months	1,800	225	225	1,350
<b>TOTAL ADMINISTRATION AND SUPPLIES</b>		<b>\$ 6,300</b>	<b>\$ 1,125</b>	<b>\$ 1,125</b>	<b>\$ 4,050</b>

OICW YOUTH PROGRAM  
October 1, 2002 - June 30, 2003  
BUDGET

ITEM	DETAIL	AMOUNT	SOURCE			
IV. OTHER COSTS						
Supportive Services for Participants	\$1572.33/month @ 9 months	\$ 14,151	\$ 4,826	\$ 9,326	\$ -	
Internship stipends	\$20,000 annually - pro rated @ 9 months	15,000	11,250	3,750	-	
Staff Development/Training	\$500 per full time (50% FTE or greater) staff member	3,500	750	750	2,000	
Child Care for students in groups and after-school activities	\$250/month @ 9 months	2,250	-	-	2,250	
Food for Events & Activities	\$250/month @ 9 months	2,250	750	375	1,125	
Awards Ceremonies	\$250/ceremony @ 3 ceremonies	750	675	-	75	
Incentives and Awards for Participants	\$400/month @ 9 months	3,600	125	125	3,351	
TOTAL OTHER COSTS		\$ 41,501	\$ 18,375	\$ 14,325	\$ 8,801	

OICW YOUTH PROGRAM  
October 1, 2002 - June 30, 2003  
BUDGET

ITEM	DETAIL	AMOUNT	SOURCE			
<b>V. SUBCONTRACTS/MEMBERSHIPS</b>						
Teen Pregnancy Coalition of San Mateo County	\$700/month @ 10 months/year	\$ 7,000	\$ -	\$ -	\$ 7,000	
National Youth Employment Coalition	\$500 annual membership	500	188	188	125	
<b>TOTAL SUBCONTRACTS/MEMBERSHIPS</b>		<b>\$ 7,500</b>	<b>\$ 188</b>	<b>\$ 188</b>	<b>\$ 7,125</b>	
<b>VI. TRAVEL</b>						
Vehicle Rentals and other expenses for Field Trips & Overnight Excursions	\$250/month @ 9 months	\$ 2,250	\$ -	\$ -	\$ 2,250	
Conferences - fees, travel, accomodations, etc	\$500/conference @ 6 conferences	3,000	375	375	2,250	
Mileage for Counselor & Staff	\$200/month @ 9 months	1,800	375	345	1,080	
<b>TOTAL TRAVEL</b>		<b>\$ 7,050</b>	<b>\$ 750</b>	<b>\$ 720</b>	<b>\$ 5,580</b>	
SUBTOTAL - DIRECT EXPENSES FOR YOUTH PROGRAMS FY2003		\$ 404,499	\$ 98,879	\$ 64,812	\$ 240,808	
INDIRECT COSTS AND OVERHEAD (10% of subtotal)		40,450	9,888	6,481	24,081	
<b>TOTAL EXPENSES YOUTH PROGRAMS FY2002-03</b>		<b>\$ 444,949</b>	<b>\$ 108,767</b>	<b>\$ 71,293</b>	<b>\$ 264,889</b>	
TOTAL WIA FUNDING		\$ 180,060				
TOTAL NON-WIA FUNDING		\$ 264,889				

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 PeninsulaWorks. OICW performs Employment Services and Training for the main portion of the Agreement

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	<u>\$1m</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
Worker's Compensation	<u>\$1m</u>	<u>✓</u>	<u>      </u>	<u>      </u>

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

  
Manager, Risk Management

Ins. form

PONY EPS163

SUBMIT TO RISK MANAGEMENT  
OR

FAX 363-4864

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID KE  
CICW--1DATE (MM/DD/YY)  
04/26/02

## 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				Prof Liab Included
A	AUTOMOBILE LIABILITY				
	<input checked="" type="checkbox"/> ANY AUTO	810-1305W762	04/22/02	04/22/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY				
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	660740X2058	04/22/02	04/22/03	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4692819-00	07/01/01	07/01/02	WC STATU- TORY LIMITS
					OTH- ER
					E.L. EACH ACCIDENT \$ \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000
A	OTHER				E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
	Property Section	660740X2058	04/22/02	04/22/03	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

## CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

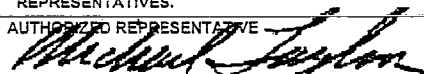
## CANCELLATION

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

AUTHORIZED REPRESENTATIVE





**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

JULY 8, 2002

POLICY NUMBER: 469-01 UNIT 000281  
CERTIFICATE EXPIRES: 7-1-03

COUNTY OF SAN MATEO  
DOROTHY SHAVIES MGMT ANALYST  
262 HARBOR BLVD  
BELMONT CA 94002

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*Kc Bollier*

PRESIDENT

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

EMPLOYER:

OPPORTUNITIES INDUSTRIAL CENTER  
1200 O BRIEN DR  
MENLO PARK CA 94025