

## FIRST AMENDMENT TO THE AGREEMENT WITH GENENTECH

THIS FIRST AMENDMENT TO AN AGREEMENT, entered into on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Genentech, hereinafter called "Contractor".

### WITNESSETH:

WHEREAS, the parties entered into an Agreement on May 1, 2003, the County and the Contractor entered into an Agreement for Biotechnology training and employment services: and

WHEREAS, the County and the Contractor now wish to amend the Agreement to increase the amount and extend the term to serve additional participants.

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

1. Section 2: **Contract Term** is hereby Amended to read:

The term of this Agreement shall be from May 1, 2003 to **December 31, 2004** unless terminated earlier by the County.

2. Section 3: **Payments** Is hereby Amended to read:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein Exhibit "A", County shall make payment to Contractor in the manner specified herein and is Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in the excess of the amount owed by the County at the time of contract termination. **Effective upon the execution of this First Amendment an additional two hundred sixty thousand dollars (\$260,000) is hereby added for an additional eighty (80) participants for services described in Exhibit A.** In no event shall total payment for services under this Agreement exceed **three hundred thirty thousand dollars (\$330,000).**

3. The following clause is hereby added to exhibit A Section III: **Amount and Method of Payment:**

**For the Eighty (80) additional participants to be served per this First Amendment the amount and method of payment is as follows:**

**The County shall pay Contractor for up to eighty (80) paid work experience slots for a cost not to exceed a flat rate of three thousand two hundred fifty dollars (\$3,250) each. Each slot will include up to 12 weeks of Paid Work Experience during the term of the Agreement. The County shall pay Contractor monthly for actual costs incurred upon receipt and approval of invoice. The total obligation for this First Amendment and additional Eighty (80) participants is not to exceed two hundred sixty thousand dollars (\$260,000). The total**

**Agreement obligation for the first twenty (20) participants and the Eighty (80) additional participants is not to exceed three hundred thirty thousand dollars (\$330,000).**

- 4. All other terms and conditions of the Agreement dated 5/1/03, between the County and Contractor 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: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors

ATTEST:

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

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

\_\_\_\_\_  
Contractor - Print Name

Dated: \_\_\_\_\_

*Ingrid Boyes* Associate  
Director of Staffing  
\_\_\_\_\_  
Name, Title - Print

*Ingrid Boyes*  
\_\_\_\_\_  
Signature

Date: 4/28/04

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** August 19, 2003

**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

**FROM:** Janice Jumper  
FAX: (650) 802-7993 PONY: HSA210

**SUBJECT:** *596-3478*  
Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Genentech

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 10+

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Genentech provides "try-out" employment or internships on-site.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$3.5m \$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$2m \$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$5,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Thanks

*Priscilla Morse* 8-19-03  
 Risk Management Signature Date

**PRODUCER**  
Aon Risk Services, Inc. of Southern California  
1901 Main Street  
Suite 300  
Irvine CA 92614 USA

**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.**

PHONE: (949) 608-6300 FAX: (949) 608-6451

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Genentech Inc.  
1 DNA Way  
South San Francisco CA 94080-4990 USA

INSURER A: ACE American Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

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	<b>GENERAL LIABILITY</b>	HDCG2173763-A	06/01/03	06/01/04	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				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					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WLRC43526352	06/01/03	06/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	<b>OTHER</b>					

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

**CERTIFICATE HOLDER**

County of San Mateo  
Human Services Agency  
262 Harbor Blvd., Building A  
Belmont CA 94002 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*