

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OPPORTUNITIES INDUSTRIALIZATION CENTER WEST**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OPPORTUNITIES INDUSTRIALIZATION CENTER WEST, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of providing One-Stop services on July 1, 2005; and

WHEREAS, the parties wish to amend the Agreement to increase the amount and extend the term for continuing One-Stop services as authorized by the San Mateo County Workforce Investment Board.

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

1. Section 1: **Exhibits and Attachments** is hereby amended to read as follows:

Exhibit A:	Description of Services
Exhibit B:	Participant Level and Performance for FY 2005-06
Exhibit B1:	New – Participant Level and Performance for FY 2006-07
Exhibit C:	Revised 06/06 Payment Schedule
Exhibit D:	Budget for FY 2005-06
Exhibit E:	Program Specific Requirements
Attachment I:	Section 504 Compliance
Attachment J:	Equal Benefits Ordinance Declaration

2. Exhibit B1 is hereby added, attached and incorporated by reference herein.

3. Exhibit C is hereby deleted and replaced with Exhibit C revised 06/06 and is attached and incorporated by reference herein.

4. Section 2: **Services to be performed by Contractor** is hereby amended to read

as follows:

In consideration of the payments set forth herein and in Exhibit "C revised 06/06 and Exhibit "D" Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A," Exhibit "B" **Exhibit "B1"** and Exhibit "E".

5. Section 3: **Payments** is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," Exhibit "B," **Exhibit "B1,"** and Exhibit "E." County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit "C" revised 06/06** and Exhibit "D." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **This First Amendment increases the Agreement by two hundred fifteen thousand dollars (\$215,000) for WIA core services, ten thousand dollars (\$10,000) in adult supportive services and twelve thousand dollars (\$12,000) for dislocated worker supportive services for a total increase of two hundred thirty seven thousand dollars (\$237,000).** In no event shall the County's total fiscal obligation under this Agreement **exceed four hundred sixty thousand dollars, (\$460,000).**

6. Section 4: **Term and Termination** is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2005 through June 30, 2007.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

7. Section 11: **Non-Discrimination** is hereby amended to add section G as follows:

Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to

employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

8. This First Amendment, including Exhibit A attached hereto, constitutes the entire understanding of the parties hereto with respect to the First Amendment to the parties' Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall not be effective unless set forth in a writing executed by both parties.
9. All other terms and conditions of the Agreement dated July 1, 2005 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: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Opportunities Industrialization Center West

Contractor's Signature

Date: _____

**Exhibit B1
 Opportunities Industrialization West
 July 1, 2006 through June 30, 2007**

**Participant Level and Performance for
 PeninsulaWorks – Menlo Park
 One-Stop Career Center**

FY 2006-07 Projected Participant Targets

CATEGORY	SERVICE LEVEL			TOTAL
	Core B	Intensive	Training	
Adult				
Total Adult	99	99	81	279
Dislocated Worker				
Total Dislocated Worker	91	91	68	250
TOTAL PARTICIPANTS	190	190	149	529

FY 2006-07 Performance Levels

Performance Indicator	FY 2006-07
Adult	
Entered Employment Rate	75%
Retention Rate	81%
Earnings Change	\$3,650
Employment/Credential Rate	58%
Dislocated Worker	
Entered Employment Rate	82%
Retention Rate	86%
Wage Replacement	-\$3,000
Employment/Credential Rate	69%

Exhibit "C" revised 06/06
Opportunities Industrialization West
July 1, 2005 through June 30, 2007

Payment Schedule

In consideration of the services provided by Contractor shown in Exhibit "A," Exhibit "B," Exhibit "B1," and Exhibit "E," County shall pay Contractor based on the following fee schedule as set forth in this exhibit and Exhibit D:

A. Use of Funds

1. The Contractor shall use cost-reimbursable WIA funds only for the purposes and in the manner specified by the Workforce Investment Act (WIA) and Regulations. WIA funds may not be used directly or indirectly as a contribution in order to obtain any federal grant funds without prior approval in writing from the Manager of Workforce Development.
2. The County may withhold otherwise payable funds to recover amounts expended in any fiscal year in violation of WIA statutory or regulatory requirements.
3. All cost-reimbursable funds under this Agreement shall be recorded by the Contractor in such a way as to be readily reconcilable with funds disbursed to enable the grantee to know on a current basis the amount of cash available for disbursement. The funds received under this Agreement shall be utilized exclusively for allowable disbursements.

B. Budget Modification

1. No payment shall be made for expenditures for a line item in excess of 10% of the total budget for that item without prior written approval of the County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved.
3. In the event of circumstances requiring a budget revision, Contractors shall submit to the County a request for budget revision as soon as the need is realized. It is expected that only one formal budget revision will be made. Under no circumstances will a budget revision be allowed within ten weeks of this Agreement.
4. For cost-reimbursable contracts, the Contractor shall obtain prior written approval from the County for proposed additional staff positions, any modification of salary or benefits and equipment lease

and/or purchase specified in the line item budget.

C. Support Services Expenditure Limitation

Contractor shall not spend any more that 35% of their yearly allocated support service budget during any one-quarter, or more than 85% in any three quarters. Support service payments will be monitored by County staff, and shall not exceed budgeted amounts.

D. Method of Payment

1. Payment of Incurred Costs

Invoices shall be submitted monthly to the County for actual costs incurred. Contractor will be reimbursed in accordance with the line items defined in Exhibit D for FY 2005-06 and for FY 2006-07 in accordance with the budget report to be submitted by Contractor as shown in paragraph 3 below. Copies of first source documentation shall be submitted with all reimbursement requests.

The County's obligation shall be for the actual costs of wages, fringe benefits and other costs of the persons employed under the contract, and other operating costs specifically approved by the County.

Any funds disbursed in excess of the County's obligation for actual reimbursable costs shall be returned to the County within 45 days of termination of this agreement by check made payable to the County of San Mateo. This check must be hand-delivered or sent by registered mail. The check must be certified if the Contractor has no existing or current agreement with the County.

2. Payment of Administrative Costs

There is no allowance for administrative expenses with One-Stop Career Center and Work First activities.

3. Payment Schedule

Contractor shall submit an invoice within 15 calendar days after the end of each month unless a different due date is granted in writing by the County.

A. The rate of payment for FY 2005-06 is \$223,000 for a twelve month period and as shown in Exhibit D.

B. The rate of payment for FY 2006-07 is \$237,000 for a twelve month period. The County shall pay Contractor monthly for costs incurred as described in paragraph 1 above upon receipt and approval of invoices and budget report for the term of July

1, 2006 through June 30, 2007, for services described in Exhibit A. Failure to submit budget report will result in any payments being held until the budget report is submitted and approved. The detailed Budget report is due to the County no later than June 30, 2006. No payment can be made for FY 2006-07 under this Agreement until the detailed budget is submitted and approved by the County. Budget revisions may be requested of the Contractor by the County at any time during the term of this Agreement. The Contractor shall have ten (10) days to submit requested revisions. Failure to submit revision shall result in any outstanding payments being held until the revisions are submitted and approved by County.