

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CATHOLIC CHARITIES CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC CHARITIES CYO, 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 services on September 13, 2005;

WHEREAS, on April 3, 2006, the parties amended the Agreement to include required state and county language; and

WHEREAS, the parties wish to further amend the Agreement for the continuation of these adult day care services through FY 2006-2007.

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

1. Section 3. of the agreement is 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", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$141,600) collectively for the period of July 1, 2006 through June 30, 2007 for all contracts approved under same resolution. The total obligation for the term of these agreements is TWO HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED DOLLARS (\$283,200) collectively.

2. All other terms and conditions of the agreement dated September 13, 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

CATHOLIC CHARITIES CYO

By:  \_\_\_\_\_  
Contractor's Signature Brian F. Cahill,  
Executive Director

Date: 5/24/06

Client#: 14...

C...HCHA4

DATE (MM/DD/YYYY)  
12/29/05

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
Arthur J. Gallagher & Co. Ins.  
Brokers of CA Inc Lic.#0726293  
One Market Spear Twr Ste 200  
San Francisco, CA 94105

**INSURED**  
Catholic Charities CYO  
180 Howard Street, Ste. 100  
San Francisco, CA 94105

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	NAIC #
INSURER A: <b>The Ordinary Mutual, a R.R.G.C.</b>	10171
INSURER B: <b>Travelers Property Casualty</b>	25666
INSURER C: <b>Federal Insurance Company</b>	20281
INSURER D: <b>Lexington Insurance Co.</b>	19437
INSURER E: <b>Lexington Insurance Co.</b>	19437

**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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CGAL0022005	07/01/05	07/01/06	EACH OCCURRENCE \$1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
A		AUTOMOBILE LIABILITY	CGAL0022005	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB419J841506	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
C		OTHER Crime	81698975	07/01/05	07/01/06	\$250,000 Ded: \$35,000	
D		Professional Liab	6791244	07/01/05	07/01/06	1M per Occ, 3 M Agg	
E		Prop-Special Form	0638862	07/01/05	07/01/06	\$50,000 Ded: \$1,000	

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

The Area Agency on Aging, County of San Mateo, its officers, agents, employees and servants are included as Additional Insured where (See Attached Descriptions)

**CERTIFICATE HOLDER**

Area Agency on Aging Board of Supervisors  
225 37th Avenue  
San Mateo, CA 94403

**CANCELLATION**

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

*Dennis J. O'Brien*

SXP

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