

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

THIS 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 administering the Jobs Now Program which provides job search workshops and a job search network center for Cal-WORKs participants referred by the Human Services Agency.

WHEREAS, the parties wish to amend the Agreement to add funds for the second and third year of the Agreement in the amount of \$250,000 for each year (FY 2006-07 and FY 2007-08).

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

1. Section 1: Exhibits and Attachments are hereby amended to read as follows:
The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A: Description of Services
Exhibit B: Revised 11/06: Payment Schedule
Exhibit C: Budget for FY 2005-06
Exhibit D: New: Budget for FY 2006-07
Exhibit E: New: Budget for FY 2007-08
Attachment I: Section §504 Compliance
Attachment J: Equal Benefits Ordinance Declaration

2. Original Exhibit "B" is hereby deleted and replaced in its entirety by Exhibit "B" revised 11/06 and is attached hereto and incorporated by reference herein.

3. Exhibit D is hereby added and attached hereto and incorporated by reference herein.
4. Exhibit E is hereby added and attached hereto and incorporated by reference herein.
5. 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 "B," revised 11/06 Exhibit "C," Exhibit "D," and Exhibit "E"**, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

6. 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," County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit "B" revised 11/06, Exhibit "C," Exhibit "D," and Exhibit "E"**. 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 Agreement exceed **two hundred fifty thousand dollars, (\$250,000) for FY 2005-06, two hundred fifty thousand dollars, (\$250,000) for FY 2006-07 and two hundred fifty thousand dollars, (\$250,000) for FY 2007-08 for a total maximum Agreement obligation of seven hundred and fifty thousand dollars, (\$750,000)**.

7. Section 16: Compliance with Contractor Employee Jury Service Ordinance is hereby added to read as follows:

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. **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: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

OPPORTUNITIES INDUSTRIALIZATION CENTER WEST

Contractor's Signature

Date: _____

**Payment Schedule
Jobs Now
Opportunities Industrialization Center West
July 1, 2005 through June 30, 2008**

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule and as shown in Exhibit "C," Exhibit "D," and Exhibit "E":

A. Budget Modification

1. No payment shall be made for expenditures for a line item in excess of 10% 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.

B. 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.

C. Method of Payment

1. Payment of Incurred Costs

Invoices shall be submitted monthly to the County for costs. Contractor will be reimbursed in accordance with the line items defined in Exhibit "C" for FY 2005-06, Exhibit "D" for FY 2006-07 and

Exhibit "E" for FY 2007-08. 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 send by registered mail. The check must be certified if the Contractor has no existing or current agreement with the County.

Contractor shall submit requests for cash to coincide with immediate cash needs and assure that no excess cash is retained.

2. 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.

Services for this Agreement shall not exceed \$250,000 for FY 2005-06. Services for FY 2006-07 shall not exceed \$250,000 and Services for FY 2007-08 shall not exceed \$250,000.

**Opportunities Industrialization Center West
Job Information Center (Jobs Now)
Fiscal Year 2006-07 Budget**

Exhibit D

Description		Amount
Personnel:		
Program Coordinator	.50 FTE	\$ 30,000
Facilitator	1.0 FTE	34,000
Career Development Specialists/ Counselors	2.50 FTE	105,000
Program Support Staff	.50 FTE	<u>5,400</u>
Total Salaries		\$ 174,400
Benefits @27%		<u>47,088</u>
Total Personnel		\$ 221,488
Other Expenses:		
Staff Travel (for conferences/workshops and mileage)		\$ 950
Staff Training - 4 staff @ \$120		480
Space and Related Expenses (Automation, Telephone, Lease, Electric/Gas/Water etc.)		19,082
Program Supplies/Materials (for workshops, etc)		<u>8,000</u>
Total Other Expenses		\$ 28,512
Total Expenses		\$ 250,000

**Opportunities Industrialization Center West
Job Information Center (Jobs Now)
Fiscal Year 2007-08 Budget**

Exhibit E

Description	Amount
Personnel:	
Program Coordinator .50 FTE	\$ 30,000
Facilitator 1.0 FTE	34,000
Career Development Specialists/ Counselors 2.50 FTE	105,000
Program Support Staff .50 FTE	<u>5,400</u>
Total Salaries	\$ 174,400
Benefits @27%	<u>47,088</u>
Total Personnel	\$ 221,488
Other Expenses:	
Staff Travel (for conferences/workshops and mileage)	\$ 950
Staff Training - 4 staff @ \$120	480
Space and Related Expenses (Automation, Telephone, Lease, Electric/Gas/Water etc.)	19,082
Program Supplies/Materials (for workshops, etc)	<u>8,000</u>
Total Other Expenses	\$ 28,512
Total Expenses	\$ 250,000