

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND JOBTAIN**

THIS THIRD AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JobTrain, 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 job training and placement services for the County's formally incarcerated population on April 6, 2017, for the term of April 6, 2017, to June 30, 2017, for a maximum agreement amount of \$80,000 (the "Agreement"); and

WHEREAS, the parties entered into a first amendment to the Agreement to increase the maximum agreement amount by \$170,000 to \$250,000 and extend the term through June 30, 2018 (the "First Amendment"); and

WHEREAS, the parties entered into a second amendment to the Agreement to increase the maximum agreement amount by \$185,000 to \$435,000 and extend the term through June 30, 2019 (the "Second Amendment"); and

WHEREAS, the parties wish to amend the Agreement a third time in order to increase the amount by \$185,000 to \$620,000 and extend the term through June 30, 2020.

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

1. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

Payments: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A3 (rev. July 23, 2019), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B3 (rev. July 23, 2019). County reserves the right to withhold payment if the County determines that the quantity or quality of services performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED TWENTY THOUSAND DOLLARS (\$620,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of

contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4 of the Agreement is amended and restated in its entirety to read as follows:

Term: Subject to compliance with all terms and conditions, the term of the Agreement shall be from January 1, 2017, through June 30, 2020.

3. Exhibit A3 (rev. July 23, 2019) and Exhibit B3 (rev. July 23, 2019) are added to the Agreement.
4. All other terms and conditions of the agreement dated April 6, 2017, between the County and Contractor, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.
5. This Third Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein 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 of this Third Amendment shall not be effective unless set forth in a writing and executed by both parties.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: JOBTRAIN

  
Contractor Signature

7/15/19  
Date

Jamie Hathaway  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### **Exhibit A3 (rev. July 23, 2019)**

In consideration of the payments set forth in Exhibit B3 (rev. July 23, 2019), Contractor shall provide the following services under the general direction of the County Manager's Office or authorized representatives:

#### **A. Employment Training**

During the term of January 1, 2017 through June 30, 2020, JobTrain will partner with CLSEPA to help ex-offenders obtain employment and avoid recidivism. Also working in collaboration with the Probation Department, and JobTrain's employer partners, JobTrain will provide ex-offenders with multiple career pathways based on their individual needs. Depending on the client's job skill level and education, the client can enroll in full-time vocational training, enroll in GED preparation, work with a Job Developer to find and be placed in employment, and/or obtain free legal services from CLSEPA.

Our over-all strategy is to help ex-offenders obtain livable wage jobs and the skills that will help them reintegrate into the community, with the result that recidivism rates are reduced.

#### **Intake/Assessment**

Clients will meet with the JobTrain Career Development Specialist for intake and assessment. Once assessed, some clients may need to improve their skills by enrolling in JobTrain's GED preparation class, computer literacy class or vocational math. Others will be ready to enroll in full-time vocational trainings or skills upgrade training. Others will be referred to employment opportunities, with follow-up support provided by JobTrain. Depending on the client's needs, they will be referred to CLSEPA for legal services, and/ or other support services.

#### **Job Readiness (bilingual English and Spanish)**

Workshops include resume development, interview techniques, mock interviews, body language, how to dress and job search techniques.

#### **Vocational Training**

Clients can enroll in full-time 16 week vocational training programs. These include: Business Administration, Culinary Arts, Laborers Construction Fundamentals or Project Build: Carpenter Pre-Apprenticeship/Green Technology. AB109, PRCS and 1170H clients will receive priority enrollment. Essential Skills trainings are included on topics such as time management, legal responsibilities, coping skills, critical/responsible thinking, communication, and anger management. Clients will establish 3-month, 6-month, and 1-year goals, including professional and quality of life goals.

#### **Academics**

Clients can enroll in ESL, Computer Literacy, and Vocational Math or GED preparation. These classes can be taken alone or with vocational training, depending on the needs of the individual.

### College Credits

JobTrain has an articulation agreement with Cañada College that enables students who complete JobTrain's Business Administration Class to earn college credits. A Cañada College representative is on-site at JobTrain, who can help students set up an academic plan for Cañada College courses.

### Job Placement and Follow-up

Each client will be provided with job placement services and counseling by a Career Development Specialist on a one-to-one basis. This will be available as a stand-alone service or in conjunction with any of the other training and academic options.

### Supportive Services

JobTrain will provide clients with the tools needed for employment or academic success. Examples of support are transportation vouchers, union dues, childcare, and work supplies such as boots, tool kits, overalls, kitchen uniforms, and shoes.

### Mentoring

Clients will receive career assessment from the JobTrain Career Specialist, helping them overcome barriers to employment. For more intensive mentoring, we will work with Service Connect for peer mentoring, and when appropriate, refer to the David Lewis Center or other agencies.

### Engagement with Unions and Employers

JobTrain has strong relationships with carpenter and laborer unions. From their experience in helping ex-offenders find employment, they learned that especially relevant trainings for this population are Project Build: Carpenters Pre-Apprenticeship and Laborers Construction Fundamentals, as both classes provide the training needed for jobs in the construction industry, a growing industry, that is willing to hire ex-offenders. JobTrain's partnership with local unions shows a high demand for skilled workers, and unions are hiring our many of the graduates immediately after they graduate.

### Training On-Site at Jails

An effective strategy currently being used is JobTrain's partnership with the San Mateo County jail. Once a week JobTrain's Culinary Instructor teaches at the jail, providing inmates with the opportunity to learn skills before release. Many of these inmates sign up for JobTrain's Culinary program, either through the Work Furlough program, or upon release from jail.

### Culinary Work Furlough Program

Culinary Arts is an excellent career choice for ex-offenders as there are many opportunities for employment. The job placement rate for those who participate in JobTrain's Work Furlough program is very high: 8% of Culinary graduates in FY2017 were placed in jobs. JobTrain has relationships with local employers such as Bon Appetit and Flagship, which provide employment for our graduates in corporate cafeterias.

**Program Outcomes 7/1/2019 through 6/30/2020:**

- Seventy-three (73) individuals will benefit from one or more of the following services: job training, job placement, essential skills, upgrade training and/or free legal services.
- Twenty-five (25) individuals will enroll in full time vocational training.
- At least 70% will successfully complete their training.
- At least 66% (48 individuals) of the 73 who were served (enrolled in vocational training, essential skills, upgrade training and/or free legal services) will be placed in jobs with an average starting wage of \$15 an hour.
- Twenty-five (25) individuals will benefit from free legal services, including legal assistance with immigration, housing, consumer disputes, juvenile record sealing and expungement.

Long-term outcomes: Annually, over \$1.4 million will be earned in wages by the 54 ex-offenders placed in employment. Instead of continuing the cycle of incarceration, these individuals will have the opportunity to be contributing members of their communities, and role models for their children.

<b>Performance Measure</b>	<b>FY 2017-18 Actual</b>	<b>FY 2018-19 Estimated</b>	<b>FY 2019-20 Projected</b>
Number of individuals that will benefit from services provided by JobTrain	90	73	73
Number of individuals enrolled in a full time vocational training program	45	25	25
Percent of clients that successfully complete their training annually	70%	70%	70%
Number and percent of clients served that will be placed in jobs with an average starting wage of \$16 / hour	54 / 60%	48/66%	48/66%
Number of clients that benefit from free legal services	60	25	25

**B. Evidence Based Practices**

As cited in the Crime and Justice Institute's "Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention", there are 8 evidence-based principals. The JobTrain Collaborative (comprised of JobTrain and CLSEPA) employ these evidence-based practices, as shown below:

1. Assess risks/needs - Each client receives an IEP (Individual Education Plan) conducted at intake. They provide intensive supports to reduce the risk of recidivism. They continue to assess and identify clients' barriers to employment, such as housing, legal issues, childcare, no telephone, lack of driver's license, anti-social behaviors and healthcare need. Job Counselors regularly assess these barriers, and address them, to help clients be successful

throughout training. Job Counselors review monthly progress reports with clients, providing feedback and supports when needed.

2. Intrinsic motivation- Clients receive essential life skills training on topics such as communication and anger management. Positive reinforcement is used in the classroom, as well as at our Trainee of Month event, where trainees are recognized for achievements, attendance and teamwork. JobTrain graduates share their experiences with current students, as examples how they succeeded, despite challenging backgrounds.
3. Target intervention - A Wellness Counselor is on-site 3 days a week at JobTrain, to provide interventions and referrals as needed. Essential life skills trainings, such as anger management classes, target criminogenic needs, help clients learn healthy ways to cope.
4. Skill train with directed practice - Instructors provide hands-on training, and emphasize new behaviors responses. Monthly progress reports reviewed with clients provide opportunity to coach clients. Externships with employer partners and partnerships with trade unions provide additional mentoring to clients.
5. Positive reinforcement – Each client receives individualized job readiness and job skills assistance. All attend an orientation, which states from the beginning clear rules and consistent consequences. During trainings, based on client performance, awards for individual and teams are provided when goals are met.
6. Engage support in community - Job Counselors follow up with clients up to 12 months after graduation, to ensure clients remain on track and maintain their job. Job retention rates are high (1 year after placement 88% are still working). JobTrain's Alumni LinkedIn group also provides support, a way to network, and mentoring. Businesses, such as LinkedIn and Google, visit JobTrain, providing mock interviews and job readiness workshops.
7. Measure relevant practices - Using JobTrain's ONE database system, they measure enrollment, completion rate, and job placement rates on a monthly basis. They also provide Annual Reports to funders and the community. CLSEPA also measures outcomes. To ensure proper tracking and coordination of clients. JobTrain and CLSEPA use a common referral form. They also meet regularly to assess goals.
8. Measurement feedback: Provide work furlough sheets and other data to the County of San Mateo at meetings and when the County Deputy visits JobTrain. They report to government partners, foundations, business partners and the community on outcomes for grants. JobTrain's FY2017 Annual Report illustrates that our measurement feedback is evidence-based, and that for our

population of formally incarcerated participants, our recidivism rate was 37%, well below the state overage of almost 60%.

JobTrain, Inc. will work with the County Manager's Office to set up reporting for this program through Social Solutions Efforts-to-Outcomes (ETO) internet-based data collection software. ETO will be the Contractor's main program tracking system for this population. In the interim, the Contractor will provide the Deputy County Manager with three (3) reports detailing client progress and assessing program effectiveness. The reports will be due along with the invoices for payment. A final report detailing the results of the program will be due at the end of the program in June 2020.



**Exhibit B3 (rev. July 23, 2019)**

In consideration of the services provided by Contractor described in Exhibit A3 (rev. July 23, 2019) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Direct Service Staff Salaries:**

Director of Instruction and Career Development	0.20 FTE	17,304
Program Manager	0.18 FTE	13,691
Instructor – Project Build	0.13 FTE	13,130
Instructor – Culinary	0.50 FTE	38,625
Outreach / Recruiter	0.15 FTE	9,127
Career Development Specialist	0.25 FTE	13,261
Supportive Services Program Support	0.10 FTE	5,150
Essential Skill Program Support	0.10 FTE	7,429
		<hr/>
		\$117,717
Fringe Benefits @ 27%		31,784
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TOTAL PERSONNEL		\$149,501

**Services and Supplies**

Direct to Program		
Supplies and Materials		12,372
Supportive Services		3,127
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SUBTOTAL		\$165,000
<b><u>Collaborative Partner</u></b>		
CLSEPA		20,000
		<hr/>
TOTAL EXPENSES		\$185,000

The Contractor shall submit quarterly invoices within 30 days of the end of each quarter and, upon reviewing the Contractor's performance measures in Social Solutions, the County shall pay invoices within 20 working days following receipt of the invoice.

All quarterly invoices are to be submitted to the County Manager's Office, Heather Ledesma, Principal Management Analyst, 400 County Center, Redwood City, CA 94063.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

**A. Non-Owned Aircraft**

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion g. **Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (2) of exclusion g. **Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
  - ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
  - iv. flood
2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
  9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

**H. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. **Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

**I. Knowledge of Occurrence, Claim or Suit**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

**J. Property Damage Liability - Elevators**

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs (3), (4) and (6) of exclusion j. **Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**K. Property Damage Liability - Borrowed Equipment**

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (4) of exclusion j. **Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
    - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
    - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
    - (dd) be neither expected nor intended from the standpoint of any insured; and
    - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
    - (ff) not originate at or from a storage tank or other container, duct or piping which:
      - a. is below the surface of the ground or water; or
      - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
  2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.
  3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
  - a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
  - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:
    - (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
    - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
    - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
    - (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
    - (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:



- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2, **Duties in the Event of Occurrence, Offense, Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

**V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

**W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABD Insurance & Financial Services 3 Waters Park Drive, Suite 100 San Mateo, CA 94403  www.theabdteam.com	<b>CONTACT NAME:</b> Cert Request	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> 650-488-8565	<b>E-MAIL ADDRESS:</b> TechCertRequest@theabdteam.com	
<b>INSURED</b> JobTrain Inc 1200 O'Brien Dr Menlo Park CA 94025	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Great American Insurance Company		16691
	<b>INSURER B:</b> Hartford Life Insurance Company		70815
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 50000241**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PAC 241-67-95-13	5/15/2019	5/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 241-67-9609	5/15/2019	5/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB2416797 04	5/15/2019	5/15/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAC 241-67-95-13	5/15/2019	5/15/2020	Each Act \$1,000,000; Aggregate \$2,000,000
B	Blanket Accident			57-SR-561493	5/15/2019	5/15/2020	Maximum Benefit \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

San Mateo County is named as additional insured with respect to General Liability as required by written contract or agreement, per the attached endorsement.

**CERTIFICATE HOLDER**

San Mateo County  
County Manager's Office  
400 County Center, 1st Floor  
Redwood City, CA 94063

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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