

**AMENDMENT TO AGREEMENT NO. 62306
WITH SAN MATEO COUNTY PARKS AND RECREATION FOUNDATION
FOR FUNDRAISING SERVICES**

THIS AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, (hereinafter called "County") and SAN MATEO COUNTY PARK AND RECREATION FOUNDATION, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, on September 29, 1998 the parties entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set fourth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify the Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 4, Operating Expenses, Paragraph D, Fiscal Year 4 (7/1/02 – 6/30/02), of the Original Agreement is hereby amended to read as follows:

4. Operating Expenses

- D. Fiscal Year 4 (7/1/02 – 6/30/02)

- (2) Supplemental Payments In addition to the Base Payment, County shall pay the Foundation Ninety-nine Thousand Dollars (\$99,000) since the Foundation has reached the cumulative goal of \$893,800, and because the Foundation provided services not identified in their agreement, including grant reporting and project management responsibility for the County of San Mateo during Fiscal Year 2001-02.

2. Section 11, Non-Discrimination, is hereby added to read as follows:

11. Non-Discrimination

- A. General Non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

B. Equal Employment Opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

C. Violation of Non-discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

D. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

All other terms and conditions of the agreement dated September 29, 1998, 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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board

SAN MATEO COUNTY PARKS AND RECREATION FOUNDATION

Julia Bott
Contractor's Signature

Date: Sept 17, 2002

JULIA BOTT, EXECUTIVE DIRECTOR
Print Name and Title

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: San Mateo County Parks and Recreation Foundation
 Contact Person: Julia Bott
 Address: 215 Bay Road
Menlo Park, CA 94025
 Phone Number: 650.321.5812
 Fax Number: 650.321.5813

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 4th day of September, 2002 at Menlo Park
CA (City)

(State)
Julia Bott
Signature

Julia Bott
Name (Please Print)

Executive Director
Title

94-3306697
Contractor Tax Identification Number