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AMENDMENT TO AGREEMENT WITH IEDA
TO PROVIDE CONSULTATION SERVICES
FOR THE COUNTY OF SAN MATEO

The amendment to the agreement made this ____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter designated as "County" and IEDA.

WITNESSETH:

WHEREAS, County and IEDA entered into an agreement approved by Resolution No. 63986 and wish to amend said agreement:

WHEREAS, County and IEDA agree to amend said agreement as follows:

1. Paragraph 3C, is hereby added to the contract to read as follows:

Compensation for the year January 1, 2004 through December 31, 2004 shall not exceed \$100,000.00. Payments shall be made on a quarterly basis, on January 15, 2004, April 15, 2004, July 15, 2004, and October 15, 2004. Payment shall be at the rate of \$23,628.78 per quarter through April 15, 2004. For the following two (2) quarters, the fee will be adjusted in accordance with the then current number of employees and the Computation of Fees asset forth in the Agreement approved by Resolution 63986.

2. Paragraph 6 is hereby added to read as follows:

Hold Harmless:

The Association shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description brought for, or on account of, (A) injuries to or death of, any person, including Association, (B) damage to property or other loss or cost resulting from the performance of any work required by this agreement of the Association, its officers, agents, employees and/or servants; provided, however, that this section shall not apply to claims, suits or actions of any kind occurring during or in any way related to any strike, work stoppage, picket line activity, or other activity arising from a labor dispute, unless such claim, suit or action arises from the negligent or intentional act or omission of any employee of the Association, (C) any sanctions, penalties, or claims of damages resulting from Association's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPPA)

and all Federal regulations promulgated thereunder, as amended, or (D) any loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Association to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Labor Code, provided, however, that nothing herein shall be construed to require the Association to indemnify the County, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

3. Paragraph 8 is hereby added to read as follows:

Non-Discrimination

Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

General non-discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, ancestry, gender, age (over 40), national origin, marital status, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability, political affiliation or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees under this Agreement.

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.

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 Contractor's employment records with respect to compliance with this paragraph and/or set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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.

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.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

4. Paragraph 9 is hereby added to read as follows:

Compliance with laws; payment of Permits/Licenses

All services to be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPPA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as

amended and attached hereto and incorporated by reference herein as Attachment "I", which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, provisions pertaining to confidentiality or records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

5. The remainder of the Agreement shall remain in full force and effect.

IN WITNESSETH WHEREOF, the parties hereby execute this Agreement.

County of San Mateo

Date: _____

Board Of Supervisors
County of San Mateo
455 County Center
Redwood City, CA 94063

IEDA

Date: 9/10/03

Keith Fleming
Keith Fleming
IEDA
2200 Powell Street
Emeryville, CA 94608