

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
EI CONCILIO OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Concilio of San Mateo County, 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 the operation of the Day Labor Center on April 15, 2005; and

WHEREAS, the parties wish to amend the Agreement to add funds for a new total Agreement amount of \$160,000.00, to extend the term of the Agreement and to redefine the Scope of Work.

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

1. The following paragraphs of the original Agreement are amended to read as follows:
 1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A1" attached hereto for the County of San Mateo Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
 2. **Contract Term** The term of this Agreement shall be from **4/15/05** to **06/30/06** unless terminated earlier by the County.
 3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1", County shall make payment to Contractor in the manner specified herein and in Exhibit "A1". 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. 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 total payment for services under this Agreement exceed **ONE HUNDRED SIXTY THOUSAND DOLLARS, \$160,000.**

2. Original Exhibit A is deleted and replaced in its entirety with **Revised Exhibit A1**, (rev. 9/26/05).
3. All other terms and conditions of the agreement dated April 15, 2005, between the County and Contractor shall remain in full force and effect.
4. This Amendment, including the exhibits attached hereto and incorporated herein by reference constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Agreement dated April 15, 2005 and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

El Concilio of San Mateo County
1798-B Bay Road
East Palo Alto, CA 94303
Ortensia Lopez, Executive Director

Contractor's Signature

Date: _____