

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STUDIO EM**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STUDIO EM, 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 purpose of marketing job development on May 3, 2005; and

WHEREAS, the parties entered into a First Amendment to the Agreement on October 6, 2005 to increase funds for the purpose of continuing to market job development; and

WHEREAS, the parties wish to further amend the Agreement to extend the term to June 30, 2007 and increase the funds by \$75,000. Of this amount, \$18,000 will be for Human Services Agency (HSA) Program Support printing costs for the HOPE plan FY 2005-06, \$32,000 will be for job development marketing in FY 2006-07 and \$25,000 will be for HSA Program Support marketing materials in FY 2006-07.

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

1. Section 2: Contract Term is hereby amended to read as follows:

The term of this Agreement shall be from the date of **May 3, 2005** to **June 30, 2007** unless terminated earlier by the County.

2. Section 3: Payments is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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 fifty five thousand nine hundred ten dollars.**

3. Section 12: Non Discrimination is hereby amended to add:

Compliance with Contractor Employee Jury Service Ordinance. 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.

4. Original Exhibit A is hereby deleted and replaced with Exhibit A revised 04/06 which is attached hereto and incorporated by reference herein.
5. **All other terms and conditions of the Agreement dated May 3, 2005 and subsequent Amendment between the County and Contractor shall remain in full force and effect.**
6. **This amendment, including Exhibit A revised 04-06 attached hereto, constitutes the entire understanding of the parties hereto with respect to the Second Amendment to the parties' Agreement 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 shall not be effective unless set forth in a writing executed by both parties.**

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Studio eM

Contractor's Signature

Date: _____

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A" revised 04/06

Agreement between the County of San Mateo and Studio eM

I. Description of Services to be Performed by the Contractor

Contractor will provide media services to the County of San Mateo and any other related service as deemed appropriate by the Human Services Agency Director or her designee. Specifically the contractor shall: (1) Provide ongoing marketing consultation; (2) Upon review and approval of the marketing plan recommendations by the Workforce Development staff will execute (3) Produce print ads and print collaterals such as brochures, flyers, transit advertising, TV public service spot announcements to be placed with local TV and cable outlets, radio spots, outdoor signage.

II. Other Exhibits

Attachment J: Equal Benefits Ordinance Declaration

III. Amount, Method and Rate of Payment

The Contractors rate of service is \$100 per hour. Contractor was paid \$30,910 for services in FY 2004-05. Services for FY 2005-06 shall not exceed 680 hours of service or \$68,000 and services for FY 2006-07 shall not exceed 570 hours of service or \$57,000. Services under this Agreement shall not exceed \$155,910 for the term of the Agreement.

Of the \$75,000 in funding added to this Agreement pursuant to the parties' Second Amendment, \$18,000 will be for Human Services Agency (HSA) Program Support printing costs for the HOPE plan FY 2005-06, \$32,000 will be for job development marketing in FY 2006-07 and \$25,000 will be for HSA Program Support marketing materials in FY 2006-07.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.