

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
KATE BRISTOL CONSULTING**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kate Bristol Consulting, 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, on September 17, 2004, the parties entered into an Agreement with Kate Bristol Consulting in the amount of \$50,000 for the term of August 1, 2004 to July 31, 2007 to provide to the Human Services Agency technical assistance as needed for the San Mateo County Homeless Continuum of Care planning process and plan development; and

WHEREAS, on September 22, 2005, the parties entered into Change Order No. 1 to the Agreement with Kate Bristol Consulting to increase the amount by \$25,000, for a total obligation of \$75,000 to continue to provide to the Human Services Agency necessary technical assistance for the San Mateo County Homeless Continuum of Care application development and submission process, as well as to utilize the Contractor's services in connection with development of funding applications and other projects related to homeless services; and

WHEREAS, the parties now wish to enter into a Second Amendment to the Agreement with Kate Bristol Consulting to increase the amount by \$50,000, for a total obligation of \$125,000, for the Contractor to continue to provide consultation and technical support for the Continuum of Care's year-round planning and developing related measures and, in addition, to provide for more detailed technical support.

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

1. Section 1 of the original Agreement is 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 "A," and Exhibit "A1 Revised 7/1/05" 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. Section 3 of the original Agreement is amended to read as follows:

“3. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and Exhibit "A1 Revised 7/1/05," County shall make payment to Contractor in the manner specified herein and in Exhibit "A," and Exhibit "A1 Revised 7/1/05." 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 Twenty Five Thousand Dollars, \$125,000.**”

3. Section 15 of the original Agreement is amended to read as follows:

“15. Merger Clause This Agreement, including Exhibit "A," and Exhibit "A1 Revised 7/1/05," which are incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, 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 County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" and Exhibit "A1 Revised 7/1/05," the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

4. Section 11, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:

“G. 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.”

5. All other terms and conditions of the original agreement dated September 17, 2004 and Change Order No. 1 dated September 29, 2005, between the County and Contractor shall remain in full force and effect. This Second Amendment constitutes the entire understanding of the parties hereto with respect to the 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 to this Second Amendment 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

KATE BRISTOL CONSULTING

Contractor's Signature

Date: _____