

**AMENDMENT TO THE AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
PACIFICA RESOURCE CENTER/A PROJECT OF THE TIDES CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pacifica Resource Center/A Project of the Tides Center, 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 to provide Core Services, which includes information and referral, emergency assistance and case management services, on August 25, 2006; and

WHEREAS, the parties wish to amend the Agreement to add additional funding approved by the Board of Supervisors.

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

1. Section 3 of the 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", 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 Five Thousand Five Hundred Thirty Five Dollars, (\$105,535).

2. Section 17 is added to the Agreement to read as follows:

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.

3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. 10/10/06).
4. All other terms and conditions of the agreement dated July 1, 2006 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: _____
Jerry Hill, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Pacifica Resource Center/A Project of the Tides Center
Pat Paik, Executive Director
1809 Palmetto Avenue
Pacifica, CA 94044

Contractor's Signature

Date: _____

**Exhibit B1 (rev. 10/10/06)
Method and Rate of Payment**

**Pacifica Resource Center - A Project of the Tides Center
FY 2006-07**

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount not to exceed \$26,383.75 upon receipt and approval of invoice. The Contractor shall submit invoices within 30 days of the end of the service month, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total amount of the Agreement shall not exceed **\$105,535**, which includes a 3% Cost of Business Increase (COBI) and the additional **\$8,620** funding approved by the Board of Supervisors on June 26, 2006 Budget Hearing for the Fiscal Year (FY) 2006-07.

All Quarterly Reports and Invoices are to be submitted to the HSA Regional Program Manager, Darla Munson – 271 92nd Street – Daly City, CA 94015 (650) 802-8732. Invoices will not be paid without Quarterly Reports. Copies of Quarterly Reports are to be sent to Ali Shirkhani- 262 Harbor Blvd- Belmont, CA 94002. Phone (650) 802-7675

Required Reports to process invoices:

Quarterly Reports must contain the following information:
<ul style="list-style-type: none">• Client services delivered• Documentation of successfully funded commitments of new or increased revenues for the Fiscal Year 2005-06