

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JobTrain, Inc.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OICW DBA JobTrain, 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 comprehensive year round youth employment services on May 22, 2007 with resolution number 068732; and

WHEREAS, Resolution 068732 also authorized the Human Services Agency Director or Designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, the Human Services Director entered into a First Amendment on July 10, 2008, by Resolution Number 068732 to change the allocation per fiscal year while the funding was unchanged at \$897,570; and

WHEREAS, the parties wish to further amend the Agreement to change funding allocation for FY 2008-09 from \$299,190 to \$498,390 (amount of \$199,190 transferred from FY 2009-10), and the addition of \$587,048 to FY 2009-10 of which \$301,048 is Workforce Investment Act Youth Funds and \$286,000 is American Recovery and Reinvestment Act of 2009 funds for a total obligation of \$1,484,618, the term remains July 1, 2007 to June 30, 2010;

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

1. Section one of the Agreement is amended to read as follows:

The Following exhibits and attachment are included hereto and incorporated by reference herein:

Exhibit A: Description of Services (Revised July 2009)
Exhibit A1: Description of Services
Exhibit B: Rates and Payments (Revised July 2009)
Exhibit B1: Rates and Payments

- Exhibit C: Workforce Investment Act Program Specific Requirements
- Exhibit D: Child Abuse Prevention and Reporting
- Attachment G: Budget for FY 2007-10 (Revised July 2009)**
- Attachment G1: Budget for FY 2009-10**
- Attachment H: Fingerprinting Certification Form
- Attachment I: §504 Compliance
- Attachment J: Contractor's Declaration Form

2. Section three of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A and A1", County shall make payment to Contractor based on the rates and in the manner specific in Exhibit "B and B1". 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 the County's total fiscal obligation under this Agreement exceed \$399,190 for FY 2007-08, \$498,380 for FY 2008-09 and \$587,048 for FY 2009-10 for a total Agreement obligation of one million four hundred eighty four thousand six hundred and eighteen dollars (\$1,484,618).

3. **All other terms and conditions of the agreement dated May 22, 2007, 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: _____
 Mark Church, President
 Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
 Clerk of Said Board

JobTrain, Inc.

 Contractor's Signature

Date: _____