

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CENTRO DE LIBERTAD, 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 provision of alcohol/drug testing services on June 8, 2010, in the amount of \$150,000 for the term of July 1, 2010 through June 30, 2013; and

WHEREAS, the parties amended the Agreement to add Alcohol and Other Drug (AOD) assessment services on April 25, 2011, the amount and the term of the Agreement remained the same; and

WHEREAS, the parties wish to amend the Agreement a second time to add funds in the amount of \$50,000 bringing the total amount of the Agreement to \$200,000.

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

1. Section 3 of the Agreement, Payments, is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, 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 **TWO HUNDRED THOUSAND DOLLARS, (\$200,000).**

3. All other terms and conditions of the Agreement dated June 8, 2010, as amended, 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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EL CENTRO DE LIBERTAD
George Borg, Executive Director

George Borg
Contractor's Signature

Date: 2-5-2013