

**AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ONE EAST PALO ALTO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ONE EAST PALO ALTO, 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 Sponsored Employment Program (SEP) for prevention and early intervention strategy in increase employment opportunities and mentoring services for youth and young adult residing in East Palo Alto on June 6, 2012, in the amount of \$60,000 for the term of June 1, 2012 through September 30, 2013; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$50,000 bringing the total amount of the Agreement to \$110,000 and extend the term of the Agreement to September 30, 2014.

**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 **ONE HUNDRED TEN THOUSAND DOLLARS, (\$110,000).**

2. Section 12 of the Agreement, Compliance with Contractor Employee Jury Service Ordinance, is added to the Agreement as follows:

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. Section 16 of the Agreement, Notices, is added to the Agreement as follows:

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:  
Deborah Torres, LCSW, Director, Collaborative Community Outcomes  
2500 Middlefield Road  
Redwood City, CA 94063  
650-599-3831

In the case of Contractor, to:  
Faye McNair-Knox, Ph.D.  
One East Palo Alto  
East Palo Alto, CA 94303  
650-330-7462

4. Original Exhibit A is replaced with Revised Exhibit A1 (rev 4/18/13)
5. All other terms and conditions of the Agreement dated June 6, 2012, 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

ONE EAST PALO ALTO  
Faye McNair-Knox, Ph.D.

  
Contractor's Signature

Date: \_\_\_\_\_

Agreement between the County of San Mateo and One East Palo Alto

I. Description of Services to be Performed by the Contractor

- (1) The youth and young adults of East Palo Alto will be selected as Sponsored Employment Program (SEP) participants based on the extent to which they evidence multiple challenges or barriers to employment, including difficult circumstances at home or in school (thus, those in greatest need will get the jobs).
- (2) **13 (thirteen)** SEP participants or a number as agreed upon by both parties, will be provided with part-time jobs (30 hours/week for six weeks) paying \$9/hour and will be placed in work environments with SEP Employer-Sponsors – mostly nonprofit and public sector organizations – who will provide nurturing, but disciplined supervision of success-oriented on-the-job activities.
- (3) El Concilio of San Mateo County will coordinate SEP's Community Mentor component, which will connect each youth and young adult participant with an adult mentor who will provide a positive adult relationship, help facilitate successful on-the-job experiences, and encourage and aid them in becoming productive members of both the community and the labor force.
- (4) As a structural change in the initiative established in 2009, the Contractor will serve as SEP's employer of record and hire a dedicated staff person, the SEP coordinator, who will lead communication across all program components as well as implement other major components in collaboration with partners.
- (5) Submission of a final report at the completion of the program detailing outcomes of SEP. Any other related service as deemed appropriate by the County and agreed upon by both parties
- (6) Contractor shall include in their Contracts with SEP Employers-Sponsors that SEP Employers-Sponsors must abide by California Youth Employment Laws.
- (7) Contractor is required to submit a detailed report upon completion of the Sponsored Employment Summer Program by **September 30, 2012, September 30, 2013 and September 30, 2014**. This report includes information regarding the services provided, youth served and outcomes.

## **II. Amount and Method of Payment**

The County shall pay Contractor upon execution of the Agreement and receipt of invoice specifying allocation of these funds. All services under this Agreement shall be completed by September 30, 2014. Services under this Agreement including any taxes or fees shall not exceed \$110,000 for the term of the Agreement.

FY 2011-12 -\$30,000 - Paid

FY 2012-13 -\$40,000

FY 2013-14 -\$40,000

## **III. Other Exhibits/Attachments**

Exhibit B – Contractor's Declaration Form

Exhibit C – Fingerprinting Form

Exhibit D – Child Abuse Reporting Requirement

Exhibit E – 504 Compliance