

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PROVENCIO ADVISORY SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Provencio Advisory Services, Inc., 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 financial advisory services on August 1, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the agreement by ten months for a new termination date of June 30, 2015 and increase the maximum amount by \$100,000 to an amount not to exceed \$200,000.

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

1. Section 2 of the Agreement, Contract Term, is replaced in its entirety with the following:

The term of this Agreement shall be from September 1, 2013 to June 30, 2015, unless terminated earlier by the County.

2. Section 3 of the Agreement, Payments, is replaced in its entirety with the following:

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. Section 22 is added to the Agreement to read as follows:

22. Compliance with County Employee Jury Service Ordinance. Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

4. All other terms and conditions of the agreement dated August 1, 2013, 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

Provencio Advisory Services, Inc.



Contractor's Signature

Date: Jun 9, 2014