

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TEAM UP TUTORS, INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TEAM UP TUTORS, INCORPORATED, 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 tutoring services on June 22, 2012 in the amount of \$90,000 for the term July 1, 2012 to June 30, 2015; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$120,000 for a new total of \$210,000.

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

1. Section 3- Payments 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 Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits A and A1. 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 **TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000)**.

2. Section 18, Compliance with Contractor Employee Jury Service Ordinance is added to the agreement to read 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 deducts from the employees' regular pay the fees received for jury service.

3. Exhibit A-Paragraph II- Amount, Method and Rate of Payment -Number 2 is amended to read as follows:

2. The maximum amount County shall pay the Contractor shall not exceed Two Hundred Ten Thousand Dollars (\$210,000) for the term of the Agreement

4. **All other terms and conditions of the agreement dated June 22, 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

TEAM UP TUTORS, INCORPORATED.



Contractor's Signature

Date: 10/18/13