

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.**

THIS AMENDMENT TO THE AGREEMENT (the "AMENDMENT"), entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Agency, 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; and

WHEREAS, the parties entered into an agreement (the "agreement") for temporary staffing services on December 15, 2015 in an amount not to exceed \$300,000 for the term of December 15, 2015 through December 14, 2018; and

WHEREAS, the parties wish to amend the agreement to add funds in the amount of \$300,000 for a new obligation of \$600,000 to provide contingency staffing for critical project services under HSA's Business Systems Group.

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

1. **Section 3. Payments** 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 in this agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Contractor may request an increase in rates and fees if San Mateo County imposes additional taxes or minimum wage increases. Such increase in rates and taxes is subject to agreement by both County and Contractor and must be approved in writing by County. **This amendment adds THREE HUNDRED THOUSAND DOLLARS (\$300,000) for critical project services under the Business Systems Group. In no event shall County's total fiscal obligation under this agreement exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).** In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of the termination or expiration of the agreement.

2. All other terms and conditions of the agreement dated December 15, 2015 between

County and Contractor and all subsequent amendments shall remain in full force and effect.

3. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the agreement shall not be effective unless set forth in writing and executed by both parties.

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

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.  
DBA APPLEONE EMPLOYMENT AGENCY, INC.

 \_\_\_\_\_  
Contractor's Signature

Richard H. Hagmann - Director of Government Services  
Contractor's Printed Name

Date: 9/12/2016