

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PUENTE DE LA COSTA SUR REGARDING
PROMOTER TO LOW INCOME, HARD-TO-REACH RESIDENTS OF THE SOUTH
COAST COMMUNITIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Puente de la Costa Sur, 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 promoter services on October 31, 2019; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement through June 30, 2021 and increase the amount by \$275,868 to an amount not to exceed \$367,824.

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

- 1.** Section 2. Payment of Measure K Funds, of the Agreement is hereby amended in its entirety to read as follows:

In consideration of the services provided by Puente as listed in Section 1 and subject to the terms of the Agreement, County shall pay Puente Measure K funds based on the following fee schedule and terms:

- a) For the term July 1, 2019, through June 30, 2021, Puente will be paid fifteen-thousand three-hundred twenty-six dollars (\$15,326.00) each month, for a total amount not to exceed a total of \$367,824.00 during the term of the Agreement.

Payment is contingent on Contractor performing required duties as described in Section 1 of this Agreement.

Payments received by Puente under this Agreement are to cover all costs incurred in providing the services set forth in this Agreement, including, but not limited to, staff

salary and benefits, telephone expenses, completion of all trainings, completion of all paperwork, and travel.

2. Section 3. Term and Termination, of the Agreement is hereby amended in its entirety to read as follows:

This Agreement shall commence on July 1, 2019, and, unless terminated sooner, shall continue until June 30, 2021, after which it shall be of no further force and effect. The term of the Agreement may be extended by mutual written, signed agreement of the parties.

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand. If Puente is the breaching party and the Agreement terminates pursuant to this Section 3, Puente shall refund to the County a pro rata portion of the monthly payment made by the County for the period after the termination date through the end of the month covered by the monthly payment.

Notwithstanding anything else in this Agreement, the County may terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Puente as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall become effective immediately.

3. **All other terms and conditions of the agreement dated October 31, 2019, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PUENTE DE LA COSTA SUR


Contractor Signature

12/26/19
Date

Puente de la Costa Sur
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board