

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Child Care Coordinating Council (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on August 7, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED FIFTY FOUR THOUSAND NINETY-SEVEN DOLLARS (\$754,097) for the contract term.”

2. Schedule A, Section 1B, of the Original Agreement is hereby amended to read as follows:

“B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2004.”

3. Schedule A, Section II, of the Original Agreement is hereby amended to read as follows:

“II. Duties to be Performed by County for Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2004.”

4. Schedule B, Section B, of the Original Agreement is hereby amended to read as follows:

“B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2004, Budget Unit - #62600

1. AFLP Payments

- a. For FY 2001-02, two payments, the first up to the maximum amount of SIXTEEN THOUSAND DOLLARS (\$16,000), and the second up to the maximum amount of FOURTEEN THOUSAND DOLLARS (\$14,000), upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.

Second (2nd) invoice for payment to be received by June 30, 2002.

- b. For FY 2002-03, two payments, each up to the maximum amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500), upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2002.

Second (2nd) invoice for payment to be received by June 30, 2003.

- c. For FY 2003-04, two payments, each up to the maximum amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500), upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2003.

Second (2nd) invoice for payment to be received by June 30, 2004.

Total payment shall not exceed SIXTY THOUSAND DOLLARS (\$60,000).

County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.”

- 5. Schedule B, Section B2, BIH Payments, of the Original Agreement is hereby amended to read as follows:

“2. BIH Payments

- a. For FY 2001-02, two equal payments in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.

Second (2nd) invoice for payment to be received by June 30, 2002.

- b. For FY 2002-03, two equal payments in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of

requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2002.

Second (2nd) invoice for payment to be received by June 30, 2003.

- c. For FY 2003-04, two equal payments in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2003.

Second (2nd) invoice for payment to be received by June 30, 2004.

Total payment shall not exceed THREE THOUSAND DOLLARS (\$3,000).

County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.”

6. Schedule B, Page 3, Final Paragraph, of the Original Agreement is hereby amended to read as follows:

“In any event, the total amount of this entire Agreement shall not exceed SEVEN HUNDRED FIFTY FOUR THOUSAND NINETY SEVEN DOLLARS (\$754,097) for the three year contract term, July 1, 2001 through June 30, 2004. County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original

Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 7, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

CHILD CARE COORDINATING
COUNCIL

By: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo

By: Jenelle E. Stolley
Executive Director

Date: _____

Date: May 17, 2002

ATTEST:

By: _____
Clerk of Said Board

Date: _____

