

**AMENDMENT TO AGREEMENT**

**BETWEEN THE COUNTY OF SAN MATEO AND AMERICAN FEDERATION OF LABOR,  
CONGRESS OF INDUSTRIAL RELATIONS-FRESNO, MADERA, TULARE, AND KINGS  
COUNTIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Federation of Labor, Congress of Industrial Relations-Fresno, Madera, Tulare, and Kings Counties, 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 on March 29, 2016, for the provision of employment and education for foster youth of San Mateo County in the amount of \$600,000 for the term of March 29, 2016 through June 30, 2017; and

WHEREAS, the parties entered into an Amendment, on June 27, 2017, increasing the Agreement amount by \$412,000 and increasing the term by twelve months for a new term of March 29, 2016 through June 30, 2018; and

WHEREAS, the parties wish to enter into a second Amendment, increasing the Agreement amount by \$68,666 and increasing the term by two months for a new term of March 29, 2016 through August 31, 2018.

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

Section 1 Exhibits and Attachments of the Agreement is amended to read as follows:

Exhibit A (revised 6/2017)—Scope of Work  
Exhibit B (revised 6/2018)—Payment Schedule **(New)**

Exhibit B1 (revised 6/2017)—Budget  
Exhibit B2 – Budget **New**  
Exhibit C (revised 6/2017)—Program Monitoring and Outcomes  
Exhibit D—Child Abuse Reporting Requirement  
Exhibit E—Fingerprinting Certification  
Attachment I—504 Compliance  
Attachment P—Personally Identifiable Information

**1. Section 2 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 (revised 6/2017) and Exhibit C (revised 6/2017), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B (revised 6/2018) and Exhibit C (revised 6/2017). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION EIGHTY THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS (\$1,080,666)**. In the event that the County makes any advanced payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

**2. Section 4 Term is hereby amended to read as follows:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **March 29, 2016 through August 31, 2018**.

**3. Exhibit B – Payment Schedule (revised 6/2018), hereby replaces Exhibit B – Payment Schedule (revised 6/2017) in its entirety, and is attached hereto and incorporated by reference herein.**

All other terms and conditions of the Agreement dated **March 29, 2016 and subsequent Amendments** between the County and Contractor shall remain in full force and effect.

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

For Contractor: American Federation of Labor, Congress of Industrial Relations-Fresno, Madera, Tulare, and Kings Counties

Contractor Signature 

Date 6/13/2018 | 8:17 AM PDT

Randy Ghan  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

**Exhibit B (revised 6/2018) – Payment Schedule**

Central Labor Council Partnership  
Foster Youth Employment Services

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions in Exhibit A (revised 06/2017), County will pay Contractor in the manner described below, unless otherwise specifically authorized by County.

**GENERAL PROVISIONS**

1. County shall have the right to modify or add services and adjust costs accordingly as agreed upon by both parties as long as it does not exceed the total contract obligation.
2. County shall have the option to adjust funds across line items as shown in Exhibit B1 (revised 6/2017) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.
3. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or her designee reasonably determines that Contractor has not satisfactorily performed the services in compliance with the terms and conditions of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017). If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017), County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.
4. If County withholds payment for unsatisfactory services, County will issue a corrective action plan outlining how to correct services. The Contractor shall respond to the plan within 10 business days.

**INVOICING AND PAYMENTS**

1. For the period of March 29, 2016 through June 30, 2018, the County is in the process of finalizing payments for any outstanding invoices and will have met its financial obligations in full to the Contractor for a total obligation not to exceed \$1,012,000.
2. For the extended period of July 1, 2018 through August 31, 2018, Contractor shall invoice County monthly for actual costs incurred based on the budget in Exhibit B2.
3. Due to County year-end close requirements, for services rendered for the period of June 1 – June 30, Contractor must submit the final fiscal-year invoice by July 3, 2018.
4. Invoices shall be sent electronically to the CFS Contract Manager (JLindner@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).
5. Payments shall be made within forty-five (45) work days upon receipt and approval of Contractor's invoice.

6. In no event shall services, taxes, and fees exceed the total Agreement obligation of ONE MILLION EIGHTY THOUSAND SIX HUNDRED SIXTY SIX DOLLARS (\$1,080,666) for the term of the Agreement.

(End of Exhibit B)

## Exhibit B2 Budget

Expense	general units - units funded partially or wholly via the funding requested under this contract			
STAFFING DETAILS				
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Director (note this position splits time with .....)		-		-
Lead Achievement Navigator	\$87,360	\$15,120	0.17308	\$15,120
Achievement Navigator	\$83,200	14,400	0.17308	\$14,400
Achievement Resource Specialist	\$52,000	4,600	0.08846	\$4,600
Customer Service Representative	\$52,000	1,200	0.0231	\$1,200
Program Directors (3 X \$18,720)	\$135,200	9,360	0.0692	\$9,360
Payroll Taxes	\$40,976	4,468	0.11	\$4,468
Benefits (Direct Labor) (For 3-Staff)	\$19,080	3,180	0.2	\$3,180
<b>Subtotal Personnel</b>	<b>\$469,816</b>	<b>\$52,328</b>		<b>\$52,328</b>
Operating Expenses				
Supplies (Postage)	\$1,096	\$1,096		
Rent	\$17,200	\$4,300		
Utilities	-	-		
Phones (Internet)	\$3,200	\$800		
Mileage Reimbursement	\$500	\$500		
Materials / Printing	\$500	\$500		
Equipment (Copier Lease)	\$2,400	\$600		
Training	\$200	\$200		
Miscellaneous (Foster Youth Incentives & Paid Internships)	\$1,000	\$1,000		
Indirect (10%)	\$6,242	\$6,242		
Outside Svcs/Clean & Supp (Audit, Insurance, Payroll, HR)	\$1,100	\$1,100		
<b>Subtotal Operating Expenses</b>	<b>\$33,438</b>	<b>\$16,338</b>		
Admin Expense				
Administrative Expense ( <i>Note Costs Are Pooled And Allocated To Sites; Not Allocated To Sites By Admin Overhead And Accounting</i> )	-	-		
<b>Subtotal Admin Expense</b>	-	-		
<b>Total Expenses</b>	<b>\$503,254</b>	<b>\$68,666</b>		

**(End of Exhibit B2)**