

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STUDENTNEST, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Studentnest, 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;

WHEREAS, the parties entered into an Agreement for providing tutoring services on July 6, 2021; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2024 and add funds in the amount of \$320,000, for a revised total amount of \$480,000.

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. 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 FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS (\$480,000). In the event that the County makes any advance 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 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2024.

3. Exhibit A section 4) Tutoring Sessions and Test Preparation, subpart c) is amended to read as follows:

Contractor will provide up to 2,790 hours of tutoring services (including cancellations as referenced in Exhibit B) to a minimum of 25 students per school year for the term of this Agreement. Tutoring sessions are a minimum of 2 hours and a maximum of 5 hours per week, per student, based on identified needs. Additional hours of tutoring may be provided with prior written approval from the CFS Contract Manager, an employee of San Mateo County.


4. Exhibit B section 1) Rates, subpart a) is amended to read as follows:

Contractor shall invoice County at the rate of \$57.33 per hour for the services described in Exhibit A, Section II and III, assessment, reassessment, tutoring sessions and test preparation. Contractor shall not charge the County for sections II and IV in Exhibit A, travel, materials, and administrative time as these are included in the hourly rate.

- . **All other terms and conditions of the Agreement dated July 6, 2021, 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: Studentnest, Inc.

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_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board