

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PALCARE RELATING TO CHILD CARE SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALCARE, 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 the provision of child care services on July 8, 2008; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$66,000 for the 2012-13 fiscal year to a new aggregate maximum obligation of \$1,598,500.

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

1. Recital 4. of the agreement is amended to read as follows:

The Commission wishes to continue Airport employee childcare subsidy in an amount not to exceed \$306,500 for fiscal years 2008-09, 2009-10, 2010-11 and 2011-12 and in an amount not to exceed \$372,500 for fiscal year 2012-13.

2. Section 2. A. of the agreement is amended to read as follows:

Limitation on County Payments to Palcare. Monthly payments to Palcare from the Commission shall be specified by the County based upon the Commission's advice as to the appropriate sum; provided, however, that no quarterly payment shall exceed \$90,000 for fiscal years 2008-09, 2009-10, 2010-11, 2011-12 and \$100,000 for fiscal year 2012-13, and total payments shall not \$306,500 annually for fiscal years 2008-09, 2009-10, 2010-11, 2011-12 and \$372,500 for fiscal year 2012-13.

3. All other terms and conditions of the agreement dated July 8, 2008, between the County and Contractor shall remain in full force and effect.
4. This Amendment constitutes the entire understanding of the parties hereto with respect to

the amendment to the Parties' July 8, 2008 Agreement (Resolution No. 068551) 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 shall not be effective unless set forth in a 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

PALCARE

Contractor's Signature

Date: _____