
AMENDMENT ONE

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY OFFICE OF EDUCATION

THIS FIRST AMENDMENT to the Agreement for inmate services within the County's correctional facilities, dated for reference purposes only as of July 28, 2012, is made between the County of San Mateo hereinafter referred to as "County," and San Mateo County Office of Education, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, on August 9, 2011, County and Contractor entered into an agreement (County Resolution No. 071586) for the provision of prevocational and remedial education programs within the County's detention facilities; and

WHEREAS, both parties now wish to amend the agreement by increasing the contractual maximum by \$124,306, from \$124,306 to \$248,612 and to extend the term one year to June 30, 2013;

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

1. Section 1. Exhibits and Attachments, of the agreement is hereby deleted in its entirety and replaced with the following:
 1. EXHIBITS AND ATTACHMENTS
The following exhibits and attachments are included hereto and incorporated by reference herein:
 - Exhibit A - Services
 - Exhibit B - Payments and rates (Revised July 1, 2012)
 - Attachment I - §504 Compliance
2. Section 3. Payments, of the agreement is hereby deleted in its entirety and replaced with the following:
 3. PAYMENTS
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED TWELVE DOLLARS AND NO CENTS (\$248,612.00).**

3. Section 4. Term and Termination, of the agreement is hereby deleted in its entirety and replaced with the following:

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2011** through **JUNE 30, 2013**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. This Amendment One is intended to serve as the sole Agreement of the parties with respect to the specific matters contained herein and any prior agreement, promises, negotiations or representations between the parties with respect to the subject matter of Amendment One not expressly stated in this document are not binding. Otherwise, Amendment One is hereby incorporated and made a part of the original agreement between the parties executed on or about August 9, 2011 by the adoption of County Resolution No. 071586 and subject to all provisions therein.

5.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SAN MATEO COUNTY OFFICE OF EDUCATION

BY:

 
(SIGNATURE)

DENISE PORTERFIELD, Deputy Superintendent
(PRINTED NAME)

DATE:

8/9/12

EXHIBIT B - PAYMENT & RATES

(Revised July 2012)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY OFFICE OF EDUCATION

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. RATE SCHEDULE

- A. Services and Supplies\$17,132
Salaries and Benefits Total\$107,174
TOTAL ANNUAL AMOUNT\$124,306
(FY 2011-12 \$124,306 & FY 2012-13 \$124,306)
- B. All monies used to pay Contractor for services provided in this Agreement shall be taken from the Inmate Welfare Fund, and the County's responsibility to make the payments is contingent on and limited to the availability of adequate funds in the Inmate Welfare Fund.
- C. Contractor shall assume full responsibility for payment to sub-contractors. Contractor shall assume full responsibility for filing of any payroll or earnings reports to both state and federal agencies.

2. PAYMENT RATE

- A. Contractor shall submit a quarterly invoice to County. County will pay Contractor a flat quarterly rate of \$26,793.50 (1/4 of the "Salaries and Benefits Total"). In addition, County will reimburse Contractor actual retail cost for supplies purchased in connection with services provided under this Agreement. Cost of services and supplies will not exceed \$17,132 for the term of this Agreement.
 - 1. Contractor will include with invoice a quarterly report detailing the services provided to inmates and the number of inmates contacted and/or assisted.
- B. County will verify the amount of the invoices and pay Contractor accordingly. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- C. Contractor shall submit final bill within 90 days from expiration of this Agreement to the MCF Administrative Lieutenant or his/her designee.