

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND FAMILY CONNECTIONS**

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

WHEREAS, the parties entered into an Agreement for Child Abuse Prevention Services on June 19, 2018 for the term of July 1, 2018 through June 30, 2019 for a total fiscal obligation not to exceed \$150,000; and

WHEREAS, the parties amended said Agreement on May 14, 2019 extending the term through June 30, 2020 for a revised total fiscal obligation not to exceed \$300,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2021 and thereby increase the total amount of the Agreement by \$150,000 for a revised obligation of \$450,000.

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

- 1. Section 3, paragraph 1 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 Exhibits A and C, 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 FIFTY THOUSAND DOLLARS** (\$450,000). 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, paragraph 1 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, 2018 through June 30, 2021.

3. Section 17, paragraph 2 of the Agreement is amended to read as follows:

In the case of County to:

Name/Title: John Fong, Director, Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Email: jfong@smcgov.org

4. Exhibit B, **Method and Rate of Payment**, item 6 is amended to read as follows:

In no event shall services, taxes, and fees exceed the total Agreement obligation of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000) for the term of the Agreement.

5. Revised Exhibit B1 (rev. 3/2019) is replaced with attached Revised Exhibit B1 (3/2020) and is incorporated into this Agreement in its entirety.

6. Exhibit B under **General Payment Terms**, subpoints 6 and 7 are added as follows:

6) Revisions to the line-item budget to move funds within a budget category or between budget categories require prior written approval from County.

7) If the State allocation for the County's program sunsets or is reduced so that payments cannot be made in full, this Agreement shall automatically terminate unless both parties agree to a modification of the obligations under this Agreement. A reduction in funding cannot reduce monies already due to the Contractor on or before the effective date of the termination of the Agreement.

7. TABLE 1 – Performance Measures, under **Community Impact Outcomes** is amended from FY19-20 Target to FY20-21 Target.

8. **All other terms and conditions of the Agreement dated June 19, 2018 and amended on May 14, 2019 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: Family Connections

DocuSigned by:
Sarah Poulain
025DE321572245C...

5/11/2020 | 4:59 PM PDT

Sarah Poulain

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

