

**First Amendment to the Agreement
With the San Mateo County Community College District**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 30th
day of November, 2004, by and between the COUNTY OF SAN MATEO, hereinafter
called "County," and San Mateo County Community College District, hereinafter called "Contractor";

W I T N E S S E T H :

WHEREAS, the Agreement with San Mateo County Community College was approved by the Board of Supervisors on January 19, 2004, for the purpose of providing biotechnology classes to dislocated workers in San Mateo County.

WHEREAS, the County and the Contractor wish to amend the Agreement to extend the term and the amount to provide a class to train an additional twenty (20) participants.

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

1. Section 1: **Exhibits** is hereby amended to read as follows:

Exhibit A: Revised 11/04: Description of Services hereby replaces original Exhibit A
Exhibit B: Payment Schedule through December 30, 2005
Exhibit B-1: Payment Schedule for Spring 2005 Class
Exhibit B-2: Budget for Spring 2005 Class
Exhibit B-3: Narrative for Spring 2005 Class
Attachment I: 504 Compliance
Attachment J: Equal Benefits Compliance Declaration

2. Original Exhibit A is hereby deleted and replaced with Exhibit A revised 11/04, which is attached hereto and incorporated by reference herein.

3. Exhibit B-1 is hereby added and attached and incorporated by reference herein.

4. Exhibit B-2 is hereby added and attached and incorporated by reference herein.

5. Exhibit B-3 is hereby added and attached and incorporated by reference herein.

6. Section 3: Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specification set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B, B-1, B-2 and B-3." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **This First Amendment increases the Agreement by seventy three thousand one hundred ninety five dollars (\$73,195) to serve an additional 20 participants for a total fiscal obligation not to exceed one hundred eighty nine thousand one hundred ninety five dollars (\$189,195).**

7. Section 4: Term and Termination, paragraph one is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 19, 2004 through **June 30, 2005**.

8. All other terms and conditions of the Agreement dated January 19, 2004 between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

ATTEST

By: _____
President, Board of Supervisors

Clerk of Said Board

Date: _____

Date _____

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

James W. Keller
Print Name

Signature 

Date: 12/1/04

Description of Services
San Mateo County Community College District
January 19, 2004 through June 30, 2005

1. The Contractor shall provide three biotech training classes as described below:
 - The start date of classes is to be determined and mutually agreed upon by the County and the Contractor.
 - Two classes must be completed no later than December 30, 2004 and the spring 2005 class must be completed no later than June 30, 2005.
 - Submit a report upon completion of each class outlining the official grade of each student and attendance.

Biotech Course Description

Participants will complete twelve (12) weeks of training and will be eligible for entry-level employment at biotechnology corporations in the region. The twelve (12) week class will include a total of two hundred and four (204) hours of instruction for each participant. The faculty in this discipline will collaborate with other programs in the region to maximize the knowledge and employment opportunities for the participants. There must be a minimum of twenty (20) participants for the start-up of class. Considering that drop-outs may occur, the Contractor must maintain a class size of at least twelve (12) participants for class to continue.

**Payment Schedule
San Mateo County Community College District
January 1, 2004 through June 30, 2005**

A. Spring Class 2005 between December 31, 2004 and June 30, 2005:

The Contractor will conduct training for one (1) class (spring 2005). The total cost for the spring 2005 class and administration is \$73,195. Upon completion of training, the contractor will invoice the County for actual costs incurred not to exceed \$73,195. The total obligation for spring 2005 class described in Exhibit A, Exhibit B-2, Exhibit B-3 and this section shall not exceed \$73,195.

B. Total Agreement Obligation:

The total cost for services described in Exhibit A, Exhibit B, Exhibit B-2, Exhibit B-3 and in this Exhibit shall not exceed \$189,195.

**SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT
 BIO-MANUFACTURING COHORT TRAINING BUDGET (20 PEOPLE)
 SPRING 2005**

Exhibit B-2

INSTRUCTIONAL SERVICES

204 INSTRUCTIONAL HOURS AT \$250.00 PER HOUR \$51,000

\$51,000

INSTITUTIONAL SUPPORT

ACCOUNTING STAFF SUPPORT \$2,703
 PROGRAM COORDINATION \$7,072

\$9,775

FEES & BOOKS

FEES \$1,020
 BOOKS \$5,000

TOTAL FEES AND BOOKS \$6,020

SUPPLIES

SUPPLIES \$6,400

TOTAL SUPPLIES \$6,400

TOTAL BUDGET \$73,195 \$73,195



**SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT
 SPRING 2005 BIO-MANUFACTURING COHORT TRAINING (20 PEOPLE)
 BUDGET NARRATIVE**

Exhibit B-3

INSTRUCTIONAL SERVICES

204 INSTRUCTIONAL HOURS AT \$250.00 PER HOUR \$51,000

Students will earn 9 units of college credit offered in 12 weeks of intensive instruction. Classes will meet Mondays, Wednesdays, Fridays from 9 a.m. - 2 p.m. and on Thursdays from 1 p.m. - 3 p.m. 204 hours of instruction will be delivered by one part-time and two full-time instructors supported by a lab assistant and supervised by the Dean of Science Math and Technology. The curriculum is industry driven. The curriculum is updated and modified with each course offering from information solicited from industry. The instructors are also available during posted office hours for individual assistance.

TOTAL INSTRUCTIONAL SERVICES \$51,000

INSTITUTIONAL SUPPORT

ACCOUNTING STAFF SUPPORT \$2,703
 PROGRAM COORDINATION \$7,072

Skyline College will support the delivery and management of the Bio-manufacturing program through the Center for Workforce Development. The Director of the Center for Workforce Development will facilitate the relationship between Skyline College, the industry served, and San Mateo and Alameda County. The director will report to the Vice President of Instruction and manage daily operations that include staff, students and faculty, to monitor for contract compliance. The program will be coordinated through the Center's Program Coordinator who serves as a key contact for student success. The Program Coordinator will coordinate with San Mateo County throughout phases of the program including: assessment, training, and follow-up. The Program Coordinator will organize orientation, alumni networking event, and graduation. The program will include personnel for accounting and audit preparation.

TOTAL INSTITUTIONAL SUPPORT \$9,775

FEES & BOOKS

FEES \$1,020
 BOOKS \$5,000

Student Fees include: 1) Student Rep Fee, 2) Student Body Fee, 3) Health Fee, 4) and Parking fee totaling \$51.00 per person. (Tuition fee is included in the cost of instructional services). The cost of books is \$250.00 per person.

TOTAL FEES AND BOOKS \$6,020

SUPPLIES

SUPPLIES \$6,400

Supplies needed to support the program include: 1) instructional supplies needed to deliver the training in the classroom, 2) student supplies required for instruction including calculators, lab coats, name tags, 3) office supplies necessary to support both instruction and the management of the program, and 4) supplies to facilitate additional training program activities including: orientation, alumni networking event, and graduation ceremony.

TOTAL SUPPLIES \$6,400

TOTAL BUDGET \$73,195 \$73,195

SAN MATEO COUNTY
MEMORANDUM

DATE: November 22, 2004
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Deborah Patten FAX: (650) 596-3478 PONY: HSA210
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: San Mateo Community College District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 1.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Biotech classes

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: This is a First Amendment to the Agreement to add one additional Biotech class in the spring. The amount of the Agreement is increased by \$73,193 for a total Agreement obligation of \$189,195. In addition, the term is extended to June 30, 2005.

Priscilla Morse
Risk Management Signature

11-22-04
Date

SWACC

CERTIFICATE OF COVERAGE

ISSUE DATE 07/07/04

ADMINISTRATOR: Keenan & Associates, 97 South 2nd Street, Suite 300, San Jose, CA 95113

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY: BAY AREA CCD JPA, San Mateo Co. Community College Dist., 3401 CSM Drive, San Mateo, CA 94402

ENTITIES AFFORDING COVERAGE: ENTITY A Statewide Assoc. of Community Colleges

ATTN: Suki Chang

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

Table with 6 columns: ENT LTR, TYPE OF COVERAGE, COVERAGE DOCUMENTS, EFFECTIVE / EXPIRATION DATE, MEMBER RETAINED LIMIT / DEDUCTIBLE, LIMITS. Rows include General Liability, Automobile Liability, Property, and Student Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS: Contract with the County of San Mateo for Peninsula Training Collaborative (PTC) training program.

CERTIFICATE HOLDER: County of San Mateo, 262 Harbor Blvd. Bldg. A, Belmont, CA 94002

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/ JPA OR AGENTS OR REPRESENTATIVES.

Handwritten signature of authorized representative.

AUTHORIZED REPRESENTATIVE

STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
San Mateo Co. Community College Dist.	SWC0090110	KEENAN & ASSOCIATES

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

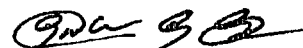
County of San Mateo
262 Harbor Blvd. Bldg. A
Belmont, CA 94002

As Respects:

Contract with the County of San Mateo for Peninsula Training Collaborative (PTC) training program.

County and its officers, agents employees and servants are included as an additional covered party as respects the actions and activities of the covered party.

This coverage shall be primary to the certificate holders' coverage as respects the actions and activities of the covered party due to their sole negligence.



Authorized Representative