



**THIRD AMENDMENT TO
AN AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

**THE CITY OF DALY CITY,
JEFFERSON ELEMENTARY SCHOOL DISTRICT,
BAYSHORE SCHOOL DISTRICT,
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND BRISBANE ELEMENTARY SCHOOL DISTRICT
(DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE)**

For the Period of

JULY 1, 2004 THROUGH JUNE 30, 2007

**Agency Contact Person:
Darla Munson
Regional Program Manager
Human Services Agency
650.301.8732**

**THIRD AMENDMENT TO THE AGREEMENT WITH
THE CITY OF DALY CITY, JEFFERSON ELEMENTARY SCHOOL DISTRICT,
BAYSHORE SCHOOL DISTRICT, SOUTH SAN FRANCISCO UNIFIED SCHOOL
DISTRICT AND BRISBANE ELEMENTARY SCHOOL DISTRICT
(DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE)**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into on this day ____ of ____ of ____ 2006, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the CITY OF DALY CITY hereinafter called "City"; JEFFERSON ELEMENTARY SCHOOL DISTRICT, BAYSHORE SCHOOL DISTRICT, SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND BRISBANE ELEMENTARY SCHOOL DISTRICT; all of which entities are referred to collectively as "the Parties".

W I T N E S S E T H:

WHEREAS, the Daly City Peninsula Partnership Collaborative was formed in 1995 with the mission to promote and facilitate collaborative efforts to ensure young children and their families have access to the health education and social services as needed to be successful in school and in life; and

WHEREAS, on June 30, 2004, the parties entered into an Agreement in order to support and expand the Daly City Peninsula Partnership Collaborative whereby the parties agreed to fund the collaborative in the amount of \$729,228 in cash or equivalent services (with the County's portion equal to \$430,000) for the term July 1, 2004 through June 30, 2006; and

WHEREAS, on April 28, 2005, the parties entered into an Amendment to add 1% Cost of Business Increase for FY 2004-05 in the amount of \$2,150 for a total obligation of \$432,150, and on January 27, 2006, the parties entered into a Second Amendment to add 3% Cost of Business Increase for FY 2005-06 in the amount of \$6,515 for a total obligation of \$438,665; and

WHEREAS, the parties now wish to enter into a Third Amendment to the Agreement to extend the term of the Agreement from July 1, 2004 through June 30, 2006 to July 1, 2004 through June 30, 2007 and to add additional funds for FY 2006-07 increasing the amount by \$230,374 to \$669,039.

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

1. Section 1 (Exhibits) shall be amended and restated in its entirety to read as follows:

The following exhibits are attached hereto and incorporated by reference herein

Exhibit A1: Program Description (06/06)

Exhibit B: Payment Schedule (06/06)

Exhibit B1: Proposed Budget for July 1, 2004 through June 30, 2005

Exhibit B2: Proposed Budget for July 1, 2005 through June 30, 2006

Exhibit B3: Proposed Budget for July 1, 2006 through June 30, 2007- (06/06)

Exhibit C: Compliance with Section 504

Exhibit D: Equal Benefits Compliance Declaration Form

2. Exhibits A and B are hereby deleted and replaced in their entirety with Exhibit A1 (06/06) and Exhibit B (06/06) attached hereto.
3. Section 4 (Payments) is hereby amended and restated in its entirety as follows:

For each fiscal year, each of the parties shall contribute to the funding of the Daly City Peninsula Partnership Collaborative expansion services as shown below. The funds shall be utilized according to the FY 2004-05, FY 2005-06, and FY 2006-07 Daly City Peninsula Partnership Collaborative Project budgets which are included in Exhibits B, B1, B2, and B3 of this Agreement.

	FY 2004-05	FY 2005-06	FY 2006-07	
County of San Mateo:	\$215,000	\$215,000	\$230,374	
City of Daly City:	\$69,614	\$69,614	\$69,614	
Bayshore School District	\$5,000	\$5,000	\$5,000	or equivalent services
Brisbane School District:	\$5,000	\$5,000	\$5,000	
Jefferson Elementary School District:	\$60,000	\$55,000	\$55,000	or equivalent services
South San Francisco Unified Sch. Dist.:	\$10,000	\$10,000	\$10,000	or equivalent services
Cost of Business Increases	\$2,150	\$6,515		

4. Section 5 (Relationship of Parties) is hereby amended and restated in its entirety as follows:
 - a. A full-time Program Supervisor will continue to be employed by the City of Daly City for the FY 2004-05, FY 2005-06, and FY 2006-2007. The Program Supervisor will report to the City Manager of Daly City or his designee and the Executive Committee of the Board of Directors of the Daly City Peninsula Partnership Collaborative. The Executive Committee is comprised of one representative each from the County, City, and a participating school district. The Program Supervisor will oversee the overall program and provide the administrative support and direction for the program.
 - b. Periodic meetings will take place between the Parties to assure that services are being delivered adequately and to resolve any problems that may arise in the collaborative process.

5. Section 8 (Non-Discrimination) is hereby amended to add paragraph G as follows:

G. *Compliance with Contractor Employee Jury Service Ordinance.*
Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employee's deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees regular pay the fees received for jury service.

6. Section 12 (Notices) is hereby amended and restated in its entirety as follows:

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- 1) In the case of County, to:
Glen H. Brooks. Jr., Director
Human Services Agency
400 Harbor Blvd., Bldg C
Belmont, CA 94002
650. 595.7555
- 2) In the case of City, to:
Patricia E. Martel, City Manager
333 90th Street
Daly City, CA 94015
- 3) In the case of Bayshore School District, to:
Stephen J. Waterman, Superintendent
Bayshore School District
1 Martin Street
Daly City, CA 94014
- 4) In the case of Brisbane Elementary School District, to:
Stephen J. Waterman, Superintendent
Brisbane Elementary School District
1 Solano Street
Brisbane, CA 94005
- 5) In the case of Jefferson Elementary School District. To:
Barbara Wilson, Superintendent
Jefferson Elementary School District

101 Lincoln Avenue
Daly City, CA 94015

- 6) In the case of South San Francisco Unified School District, to:
Barbara Olds, Superintendent
South San Francisco Unified School District
398 "B" Street
South San Francisco, Ca. 94080

7. Section 14 (Term and Termination) is here by amended and restated in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by any of the Parties, or the County through its Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other parties.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Parties under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Parties may make and retain a copy of such materials. Subject to availability of funding, Parties 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.

8. All other terms and conditions of the Agreement dated June 30, 2004 as amended on April 28, 2005 and January 27, 2006, shall remain in full force and effect.
9. This Third Amendment to the Agreement, including any exhibits attached hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Agreement 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 executed by both parties.

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

COUNTY OF SAN MATEO

By: _____

Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST: _____

Clerk of Said Board

Date: _____

CITY OF DALY CITY

By: _____

Date: _____

BAYSHORE SCHOOL DISTRICT

By: _____

Date: _____

BRISBANE ELEMENTARY SCHOOL DISTRICT

By: _____

Date: _____

JEFFERSON ELEMENTARY SCHOOL DISTRICT

By: _____

Date: _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

EXHIBIT A1 (06/06)

PROGRAM DESCRIPTION

AGREEMENT BETWEEN COUNTY OF SAN MATEO, THE CITY OF DALY CITY, BAYSHORE SCHOOL DISTRICT, BRISBANE ELEMENTARY SCHOOL DISTRICT, JEFFERSON ELEMENTARY SCHOOL DISTRICT, AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

JULY 1, 2006 THROUGH JUNE 30, 2007

I. **Daly City Peninsula Partnership Collaborative Expansion Services:**

The Daly City Peninsula Partnership Collaborative was formed in 1995 with the mission to promote and facilitate collaborative efforts to ensure that young children and their families have access to the health, education and social services needed to be successful in school and in life. The focus of the collaborative efforts is on families and young children from before birth to third grade. Important milestones in the mission are learning readiness by kindergarten and academic success by third grade. The Daly City Peninsula Partnership Collaborative Expansion Services described herein will expand school-based services supported by the Collaborative.

A. The City of Daly City will continue to employ a full-time Program Supervisor. This position will report to the City Manager or his designee, and the Executive Committee of the Board of Directors of the Daly City Peninsula Partnership Collaborative. The Program Supervisor will:

1. Oversee the overall program and provide the administrative support and direction for the program.
2. Work with the Board of Directors to investigate ongoing funding sources for the program for both sustainability and to serve the entire community.
3. Meet with school principals to recruit individuals to staff each of the program components at each of the sixteen sites in FY 2006-07.
4. Distribute supplies as needed to the various program components.
5. Continue to recruit, train and supervise four full-time Program Coordinators in FY 2006-07.

B. The four Peninsula Partnership Program Coordinators will be the City of Daly City employees. Each Program Coordinator will be responsible for

between one and six sites. The Program Coordinator's responsibilities include the following:

1. Plan, coordinate, direct and evaluate the specific activities of the Daly City Peninsula Partnership Collaborative at the assigned school sites for pre-kindergarten through third grade. Activities include kindergarten readiness, tutoring, and homework assistance and enrichment classes.
 2. Recruit, train, supervise and evaluate part-time, contractual and volunteer staff.
 3. Prepare and monitor specific site budgets. Prepare reports and correspondence. Assist in the preparation and writing of grants and proposals as needed.
 4. Attend and assist in conducting training conferences and workshops.
 5. Maintain accurate inventory of supplies and equipment.
 6. Work with a variety of non profit agencies, middle and high school students, and other volunteer and mentoring groups within the community to create a pool of volunteers who will be available for their assigned program sites.
 7. Collect and input data from individual school sites per the program outcomes.
- C. In FY 2006-07 offer fifteen complete program sites at Bayshore, Daniel Webster, F.D. Roosevelt, Garden Village, George Washington, John F. Kennedy, Junipero Serra, M.P. Brown, M.H. Tobias, Panorama, Skyline, Susan B. Anthony, Thomas Edison, Westlake and Woodrow Wilson Elementary Schools.
1. Literacy Tutoring:
In FY 2006-07, 200 children will receive after school tutoring.
 2. Homework Assistance:
In FY 2006-07, 510 children will receive after school homework assistance.
 3. Enrichment Classes:
In FY 2006-07, 1,000 children will participate in after school enrichment classes.

4. Kindergarten Readiness:
In FY 2006-07, 360 four year olds will participate in kindergarten readiness classes.

D. Intended Program Outcomes:

1. Literacy Tutoring Program: The intended outcome is to achieve literacy in the third grade, demonstrated by 5% increase in third grade reading scores over the 3 year period in schools where site collaborative target their experience of school success by the third grade. This will be measured by parent surveys and norm referenced pre and post testing conducted in the fall and spring of the school year.
2. Homework Assistance Program: The intended outcome is to establish early positive homework habits to enable a higher chance of school success. This will be measured by surveying the students, their parents, and classroom teachers as to motivation to complete homework and comprehension of homework concepts in the classroom.
3. Enrichment Classes: The intended outcome is to involve the students in positive life-long enriching activities, and to enlarge the scope of children's learning by offering a variety of experiences for them to explore. This will be measured by surveying students, their parents, and classroom teachers as to how they envision using their new interest areas and what the carryover effect has been in the classroom.
4. Kindergarten Readiness: The intended outcome is for children who have not been exposed to preschool programs to develop appropriate classroom behavior and a higher level of comfort in the classroom. Pre and post lollipop testing will be used by all sites to measure academic and verbal capacity.
5. Volunteers in Partnerships: The intended outcome is to give the opportunity for parents and community members to become involved in assisting with providing this program to their community. This will be measured by the number of volunteers recruited, trained, and placed along with the number of volunteer hours generated.

EXHIBIT B (06/06)

PAYMENT SCHEDULE

**AGREEMENT BETWEEN COUNTY OF SAN MATEO, THE CITY OF DALY CITY,
BAYSHORE SCHOOL DISTRICT, BRISBANE ELEMENTARY SCHOOL DISTRICT,
JEFFERSON ELEMENTARY SCHOOL DISTRICT, AND SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT**

JULY 1, 2004 THROUGH JUNE 30, 2007

I. Payment Schedule

- A. In each of the FYs 2004-05, 2005-06, County will pay to the City of Daly City, amounts designated in Section 4 of this Agreement in the following manner:
1. In Fiscal Year 2004-05, County will make an initial payment of \$107,500, upon receipt of the invoice from the City of Daly City, within 60 days after the execution of the Agreement. In Fiscal Year 2005-06, County shall make an initial payment of \$107,500, upon receipt of invoice after July 1, 2005.
 2. In Fiscal Year 2004-05, County will make a second payment of \$107,500, upon receipt of the invoice from the City of Daly City on April 1, 2005. In Fiscal Year 2005-06, County shall make an initial payment of \$107,500, upon receipt of invoice after April 1, 2006.
 3. In Fiscal Year 2006-07, County will make two payments of \$115,187 each for a total of \$230,374, upon receipt of the invoices from the City of Daly City and payments shall be made within 30 days after approval from the Human Services Agency Director or designee. City of Daly City will submit invoices after July 1, 2006 and after April 1, 2007.
- B. The City of Daly City has designated \$69,614 in its FY 2004-05 budgets, \$69,614 in its FY 2005-06 budget, and \$69,614 in its FY 2006-07 budgets to be utilized for the services of the Daly City Peninsula Partnership Collaborative.
- C. Each of the participating school sites have designated funds and/or in-kind services in the amount of \$5,000 per site for Bayshore School District and Brisbane Elementary School District, in the amount of \$10,000 for the South

San Francisco Unified School District in their FY 2004-05, FY 2005-06, and FY 2006-07 budgets and in the amount of \$60,000 in FY 2004-05 and \$55,000 in FY 2005-06, and \$55,000 in FY 2006-07 for Jefferson Elementary School District all to be utilized for their site based program components.

- D. The funds and in-kind services contributed by each of the Parties will be utilized according to the FY 2004-05, FY 2005-06, and FY 2006-07 Daly City Peninsula Partnership Collaborative Budget which follows.