

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA COMMUNITY RESOURCES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bay Area Community Resources, 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, on July 1, 2006, under Agreement 74100-07-C035, the parties entered into a Flat Rate Agreement ("the Original Agreement") for FY 2006-07, to provide Alcohol And Drug Prevention Services; and

WHEREAS, on June 5, 2007, under Resolution 068772, the parties amended the Original Agreement to add the sum of \$44,133, for a new total obligation of \$129,829, and to extend the term to 12/31/2007; and

WHEREAS, it is now necessary to amend the Original Agreement to add the sum of \$44,133, for a new total maximum of \$173,962, and to extend the term to 6/30/2008.

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

1. The following Exhibits and Attachments are attached hereto and incorporated by reference herein:
Exhibit A: Description of Services is hereby deleted and replaced in its entirety by Exhibit A1, attached hereto.
Exhibit P1: Rates of Payment, is hereby deleted and replaced in its entirety by Exhibit P2, attached hereto.
2. The end of the Term date is changed throughout the Agreement as follows:
The end of the term shall change, wherever reflected in the Agreement as 12/31/07 to the new end term of 6/30/2008.
3. Section 3.A. Payment is hereby amended to read as follows:
A. Maximum Amount:
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS (\$173,962) for the contract term.

4. The Flat Rate Agreement between the parties dated July 1, 2006, and Amended by a First Amendment on June 5, 2007, is amended as set forth herein.

All other terms and conditions of the Agreement dated July 1, 2006, between the County and Contractor shall remain in full force and effect.

5. This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated July 1, 2006 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 concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Second Amendment 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: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Bay Area Community Resources

Contractor's Signature

Date: _____

EXHIBIT A1 – Description of Services
Flat Rate Agreement Alcohol and Drug Prevention Services
BAY AREA COMMUNITY RESOURCES
July 1, 2006 through June 30, 2008

Contractor will provide the following alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

I. New Perspectives East Palo Alto Project

- A. Provide a youth development after-school program from October, 2006 through May 2008 for two hundred (200) children in grades five (5) through eight (8). Programming will be provided for students attending two (2) school sites. The participating school sites will be determined by the Contractor in collaboration with Ravenswood City School District (RCSD).
1. Provide programming two (2) hours per day, two (2) days per week at each of the two (2) participating school sites.
 2. Ninety (90) of the youth participating in the after-school programming will also participate in one (1) community service project which will be planned, coordinated and supervised by Contractor's program staff. Community service projects will include:
 3. Provide a total of two hundred (200) hours of tutoring to students in Kindergarten through grade eight (8) who are referred by school staff at Willow and Cesar Chavez schools. It is anticipated that the majority of referrals will be for students in grades five (5) through eight (8).
 - a. Provide after school tutoring to 200 hundred (200) students.
 - b. Noontime recreation, three (3) days a week at one (1) school site.
 - c. One (1) tutor provided for classroom based tutoring three (3) days a week.
 4. Provide mentoring, supportive services, and leadership skill development activities to forty (40) high school students who are former participants of Contractor's middle school program. Provide a total of three hundred and fifty (300) hours of direct staff time with students. Provide services after school, on weekends, and/or during holiday breaks.
- B. Provide a six (6) week summer leadership development program to twenty (20) young people who are former participants in

Contractor's middle school program.

1. Provide the summer leadership development program eight (8) hours per day, four (4) days per week.
2. Program will include two (2) five (5) day camping experiences.

C. Prevention Hours of Staff Availability

1. Provide fifteen thousand four hundred seventy-four (15,474) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. Linkages

Contractor will work collaboratively with the Connect Family Resource Center at Cesar Chavez Academy in accordance with the Memorandum of Understanding between the two agencies.

III. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. Rates of Payment

See Exhibit P2 – Rates of Payment.

EXHIBIT P2 - FLAT RATE AGREEMENT RATES OF PAYMENT

Alcohol and Drug Prevention Services

Bay Are Community Resources

July 1, 2006 through December 31, 2007

Funding for FY 2006-07 (7/1/2006-6/30/2007)

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH)	Program Participants	Authorized Unit Rate
NNA Funded Prevention	\$ 85,696	\$ 7,141.00	7,737	100	\$ 11.08
*Total Maximum Contract Obligation FY 06-07	\$ 85,696				

Funding for 7/1/2007 through 12/31/2007

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH)	Program Participants	Authorized Unit Rate
NNA Funded Prevention	\$ 44,133	\$ 7,355.00	3868	50	\$ 11.41
# Contract Obligation for 7/1/07 through 12/31/07	\$ 44,133				
Maximum Contract Obligation 07/01/2006 through 12/31/2007	\$ 129,829				

Subject to the availability of funds as set forth in Paragraph 6 of the body of this Agreement

Funding for 01/01/2008-06/30/2008

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH)	Program Participants	Authorized Unit Rate
NNA Funded Prevention	\$ 44,133	\$ 7,355.00	3868	50	\$ 11.41
# Contract Obligation for 1/01/08 through 6/30/08	\$ 44,133				
Maximum Contract Obligation 07/01/2006 through 06/30/2008	\$ 173,962				

Subject to the availability of funds as set forth in Paragraph 6 of the body of this Agreement