

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, 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, 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, the parties entered into an Agreement for Contractor to administer the Gateway Program on September 25, 2007 by Agreement Number 73200-08-C103; and

WHEREAS, the parties wish to amend the Agreement to increase the amount and extend the term for the purpose of extending the Gateway Program and to add courses for a Bio-Manufacturing Program.

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

1. Section: Exhibits is hereby added to the Agreement as follows:

Exhibit A: Description of Services/Amount and Method of Payment for the Gateway Program revised 12/07

Exhibit A1: Description of Services/Amount and Method of Payment for the Bio-Manufacturing Program – New

Attachment G: Bio-Manufacturing Program Budget - New

Attachment H: Gateway Program Budget revised 12/07

Attachment I: Section 504 Compliance

Attachment J: Contractor's Declaration Form

2. Section 1: Services to be performed by Contractor is hereby amended to read as follows:

In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and **Exhibit "A1"** attached hereto for the COUNTY OF SAN

MATEO HUMAN SERVICES AGENCY. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

3. Section 2: Contract Term is hereby amended to read as follows:

The term of this Agreement shall be from **September 25, 2007** to **August 30, 2008** unless terminated earlier by the County.

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

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A" and **Exhibit "A1."** 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **A total of one hundred thirty thousand nine hundred ninety nine dollars (\$130,999) is hereby added as follows through this First Amendment: fifty one thousand fifty four dollars (\$51,054) for a single session of the Gateway Program and seventy nine thousand nine hundred forty five dollars (\$79,945) for a single session of the Bio-Manufacturing Program. In no event shall total payment for services under this Agreement exceed the original Agreement amount of ninety eight thousand nine hundred forty six dollars (\$98,946) for the original Gateway Program session and the added amount of one hundred thirty thousand nine hundred ninety nine dollars (\$130,999) for a total obligation of two hundred twenty nine thousand nine hundred forty five dollars (\$229,945).**

5. Section 15: Merger Clause is hereby amended to read as follows:

This Agreement, including Exhibit "A" and **Exhibit "A1"** attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

6. Original Exhibit A is hereby deleted and replaced in its entirety with **Exhibit A revised 12/07** which is attached hereto and incorporated by reference herein.
7. **Exhibit A1 is hereby added which is attached hereto and incorporated by reference herein.**
8. **Attachment G is hereby added which attached hereto and incorporated by reference herein.**
9. Original Attachment H is hereby deleted and replaced in its entirety with **Attachment H revised 12/07** which is attached hereto and incorporated by reference herein.
10. All other terms and conditions of the agreement dated September 25, 2007, 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

By: _____
 Adrienne J. Tissier, President
 Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
 Clerk of Said Board

SAN MATEO COMMUNITY COLLEGE DISTRICT

 Contractor's Signature

Date: _____

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

**Exhibit "A" revised 12/07
Agreement No. _____**

Agreement between the County of San Mateo and San Mateo Community College District

I. Description of Services to be Performed by the Contractor for the Gateway Program

The Contractor through its Skyline College shall administer classes under the Gateway Program as described below:

The Gateway Program is a contextualized basic skills program aimed at preparing Workforce Investment act participants to satisfy the math and English prerequisites for the Bio-Manufacturing Certificate Program or other Biotech related degree programs.

Course Start-up Requirements:

1. The start date of classes are to be determined and mutually agreed upon by the County and Contractor;
2. Must be completed by the end of Spring 2008;
3. The number of students for class start-up and continuation will be determined and agreed upon by both parties; a minimum of 20 students must be enrolled;
4. A seventeen (17) week "Program Learning Community Cohort Model" that includes twelve (12) units of college credit and includes the classes shown under the Gateway Program below:

Gateway Program Courses:

In administering the Gateway Program the Contractor will offer the following classes at its Skyline College facility to Gateway Program participants:

- CRER 650 Career Planning
- ENGL 826 Basic Writing Skills
- LSKL 853 Writing and Reading Assistance Lab
- MATH811 Fundamentals of Mathematics
- READ826 Reading Improvement

Reporting Requirements

The Contractor shall for each Gateway Program participant:

1. Provide monthly updates by report to the County regarding progress and attendance; and
2. Submit a final report upon completion of the class outlining the official grade and attendance.

II. Amount and Method of Payment

The Contractor will receive payment in the amount of \$98,946 for the Fall 2007 Gateway Program Session by January 2008. The total cost for services for the Spring 2008 session of the Gateway Program as shown in Section I of Exhibit A including taxes and any fees is \$51,054 as outlined in Attachment H. The County shall pay the Contractor one lump sum of \$51,054 for the Spring 2008 Gateway Program session upon completion of service, submittal of final report and receipt of invoice. Services, taxes and any fees for the Gateway Program shall not exceed \$150,000.

Total combined services for the Gateway Program shown in Exhibit A and Bio-Manufacturing Certificate Program shown in Exhibit A1 shall not exceed the Agreement amount of \$229,945.

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A1"
Agreement No. _____

Agreement between the County of San Mateo and San Mateo Community College District

I. Description of Services to be Performed by the Contractor for the Bio-Manufacturing Certificate Program

The Contractor through its Skyline College shall administer classes under the Bio-Manufacturing Certificate Program as described below:

The Bio-Manufacturing Certificate Program includes a 17-week classroom and lab instructional design. The program prepares graduates for employment in the Biotech, Pharmaceutical Marketing and Manufacturing Quality Control in a variety of manufacturing positions

Course Start-up Requirements:

1. The start date of classes are to be determined and mutually agreed upon by the County and Contractor;
2. Must be completed by the end of Spring 2008;
3. The number of students for class start-up and continuation will be determined and agreed upon by both parties; a minimum of 20 students must be enrolled.
4. A seventeen (17) week Program that includes twelve (12) units of college credit and two hundred forty (240) hours of instruction for each participant. Participants successfully completing this Program will be trained for entry-level employment at biotechnology corporations in the region. The Bio-Manufacturing Certificate Program includes the classes shown under the Bio-Manufacturing Certificate Program below:

Bio-Manufacturing Certificate Program Courses:

In administering the Bio-Manufacturing Certificate Program the Contractor will offer the following classes at its Skyline College facility to Bio-Manufacturing participants:

- BIOL 415 Intro to Biotechnology Manufacturing
- MATH 650 Mathematics
- CRE 132 Job Search

Reporting Requirements

The Contractor shall for each Bio-Manufacturing participant:

1. Provide monthly updates by report to the County regarding progress and attendance; and
2. Submit a final report upon completion of the class outlining the official grade and attendance.

II. Amount and Method of Payment

The total cost for services, taxes and any fees for the Bio-Manufacturing Certificate Program as shown in Section 1 of Exhibit A1 is \$79,945 and as outlined in Attachment G. The County shall pay the Contractor one lump sum of \$79,945 for the Bio-Manufacturing Certificate Program upon completion of service, submittal of final report, and receipt of invoice. Services for the Bio-Manufacturing Certificate Program, taxes and any fees shall not exceed \$79,945.

Total combined services for the Gateway Program shown in Exhibit A and Bio-Manufacturing Certificate Program shown in Exhibit A1 shall not exceed the Agreement amount of \$229,945.



SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT
BIO-MANUFACTURING CERTIFICATE PROGRAM BUDGET
20 STUDENTS Spring 2008

INSTRUCTIONAL SERVICES

240 INSTRUCTIONAL HOURS AT \$260.00 PER HOUR	\$62,400
--	----------

TOTAL INSTRUCTIONAL SERVICES	\$62,400
-------------------------------------	-----------------

INSTITUTIONAL SUPPORT

ACCOUNTING AND DATA MANAGEMENT	\$1,796
PROGRAM COORDINATION	\$7,349

TOTAL INSTITUTIONAL SUPPORT	\$9,145
------------------------------------	----------------

FEES & BOOKS

FEES ARE INCLUDED IN INSTRUCTIONAL SERVICES	
BOOKS	\$5,000

TOTAL FEES AND BOOKS	\$5,000
-----------------------------	----------------

SUPPLIES

SUPPLIES	\$3,400
----------	---------

TOTAL SUPPLIES	\$3,400
-----------------------	----------------

TOTAL BUDGET	\$79,945	\$79,945
---------------------	-----------------	-----------------

SKYLINE COLLEGE
Gateway Budget SPRING 2008

Center for Workforce Development - 3300 College Drive - San Bruno, CA 94066 - (650) 738-7035

		<i>Cohort 2</i>
		SMC WIB
INSTRUCTIONAL SERVICES		
	Learning Community Faculty Mtg(5Hrs * 16 wks =80 hrs)	3,984.80
	Learning Community facilitator (119 hours)	5,927.39
TOTAL INSTRUCTIONAL SERVICES		9,912
STUDENT SERVICES		
	Counseling 120 Hrs * \$80/hr	9,600
	Academic Case Management (Program Services Coordinator) 20 weeks * 20hr/wk = 400 hrs*23.67)	10,604
TOTAL STUDENT SERVICES		20,204
INSTITUTIONAL SUPPORT		
	Program Management	5,318
	Accounting	3,219
TOTAL INSTITUTIONAL SUPPORT		8,537
BOOKS		
	20 x \$350.00 Books	7,000
TOTAL FEES AND BOOKS		7,000
SUPPLIES / ROPES COURSE		
	Supplies	2,506
	Ropes Course	1,200
TOTAL SUPPLIES AND ROPES COURSE		3,706
INDIRECT COSTS	4% (Does not include indirect on pass-through items)	1,694
TOTAL BUDGET		51,054