

**AMENDMENT TO THE 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, it is necessary and desirable that the Contractor be retained for the purpose of administering an Independent Living Skills Program (ILP) to foster youth.

WHEREAS, on June 16, 2009, the Board of Supervisors approved Resolution Number 070211 in the amount of \$450,000 for the term July 1, 2009 through June 30, 2012 , wherein San Mateo Community College District (SMCCCD) agreed to provide ILP program for foster youth; and

WHEREAS, the parties wish to enter into an Amendment to reduce the contract amount by \$109,500 for a new total of \$340,500, due to a reduction in the allocation of ILP funding from the State; the term remains the same; and

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A: Program Description (new)

Exhibit B: Payment Schedule (new)

Exhibit C: Program Monitoring (new)

Exhibit D: Child Abuse Reporting Requirements

Exhibit E: Fingerprinting Certification Form

Attachment I: §504 Compliance

Attachment J: Contractor's Declaration Form

2. Paragraph 3 (“Payments”) is hereby amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A1, Exhibit C and Exhibit D, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed **THREE HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS (\$340,500)**.

3. Paragraph 16 (“Notices”) is hereby amended as follows:

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Dorothy Torres
County of San Mateo, Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

In the case of Contractor, to:

James Keller
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402

4. Original Exhibit A-Program Description will be replaced with new Exhibit A1
5. Original Exhibit B-Payment Schedule will be replaced with new Exhibit B1
6. Original Exhibit C-Payments Monitoring will be replaced with new Exhibit C1
7. All other terms and conditions of the Agreement dated June 16, 2009 shall remain in full force and effect.

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President,
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

San Mateo Community College District

Contractor's Signature

Date: _____

**PROGRAM DESCRIPTION
San Mateo Community College District
July 1, 2009 through June 30, 2012**

In consideration of the payments herein provided for, Contractor shall, under the general direction of the director of the Human Services Agency or her authorized representative, provide services to benefit the citizens of San Mateo County as described below. All payments under this Agreement must directly support services specified in this Agreement.

Contractor will provide the following services:

1. Classes for Independent Living Skills (ILP) participants on the Community College Campus.
2. Classes will be held at the College of San Mateo with other San Mateo Community College facilities.
3. Curriculum to be taught by instructor(s) provided for by the College of San Mateo in conjunction with staff from the Human Services Agency and guest lecturers hired as independent contractors.
4. On site Coordinator shall attend all classes, provide continuity of service, serve as a point of contact for students in the program and co-develop core curriculum as needed. On site Coordinator shall supervise quality and safety of all classes. Youth development principles will be employed in all youth interactions.
5. Courses to be taught shall include Educational and Vocational Planning, Ansell Casey Life Assessment, Financial Aid, College Placement, Money Management, Life Choices, Financial Skills/Tax Forms, Youth Permanence, Social Skills, Health, Nutrition, Awareness of Addiction and Sexuality Issues, Computer Training, and Youth Leadership. Strength-based language and positive manner will be employed at all times.
6. Classes will be taught to an average of 25 youth in each class session. Three sections will consist of one bi-weekly class for seniors, juniors, and sophomores, plus one monthly class for freshman, fall 2009 only.
7. College credit available in fall, 2009 only.
8. The bi-weekly classes shall be two hours long, meeting for eight weeks in fall and spring semesters. The monthly class will be two hours long and meet four times in the fall 2009 semester only. For 2009-10, total hours of instruction are 104. For 2010-12, total hours of instruction are 96.
9. Classes will be open to an average of seventy-five (75) unduplicated youth per semester not to exceed one hundred twenty-five (125) unduplicated youth per two semesters.

**PAYMENT SCHEDULE
San Mateo County Community College District
July 1, 2009 through June 30, 2012**

- I. In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee. County shall pay Contractor according to the following payment schedule listed below for services as described herein Exhibit A1.

FY 2009-10

| | |
|------------------|-----------------|
| November 1, 2009 | \$37,500 |
| January 1, 2010 | \$37,500 |
| April 1, 2010 | \$27,750 |
| July 1, 2010 | <u>\$27,750</u> |
| TOTAL | \$130,500 |

FY 2010-11

| | |
|------------------|-----------------|
| November 1, 2010 | \$26,250 |
| January 1, 2011 | \$26,250 |
| April 1, 2011 | \$26,250 |
| July 1, 2011 | <u>\$26,250</u> |
| TOTAL | \$105,000 |

FY 2011-12

| | |
|------------------|-----------------|
| November 1, 2011 | \$26,250 |
| January 1, 2012 | \$26,250 |
| April 1, 2012 | \$26,250 |
| July 1, 2012 | <u>\$26,250</u> |
| TOTAL | \$105,000 |

CONTRACT TOTAL \$340,500

- II. The maximum amount County shall pay the Contractor shall not exceed **THREE HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS (\$340,500)**.
- III. Invoices shall be sent to: Dorothy Torres, County of San Mateo, Human Services Agency, 400 Harbor Boulevard, Building B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt and approval of Contractor's invoices.

- IV. All payments under this Agreement must directly support services specified in the Exhibit A1 of this Agreement.
- V. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A1 of this Agreement.
- VI. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- VII. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County' written notice with justification to Contractor.

**PROGRAM MONITORING
San Mateo County Community College District
July 1, 2009 through June 30, 2012**

Program Monitoring

I. Contractor will prepare and submit attendance reports twice each semester, at the mid semester and end of each semester. Reports must be submitted to:

Dorothy Torres
Human Services Agency
County of San Mateo
400 Harbor Boulevard, Building B
Belmont, CA 94002

II. Contractor agrees to the following outcomes:

- Average of 25 enrolled youth per class per semester in ILP classes.
- 85% of seniors will attend a community college after completing ILP classes.
- 88% of youth will rate the classes favorably through evaluation form.

III. Youth input will be sought regarding the quality of staffing and cont