

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA CONFLICT RESOLUTION CENTER**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Conflict Resolution Center, 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 to provide school-based violence prevention programs for the term of July 1, 2011 through June 30, 2014, in the amount of \$466,941; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract through June 15, 2014 and increase the amount by \$175,103 to an amount not to exceed \$642,044.

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

1. Term and Termination is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011, through June 30, 2015.**
2. Amendment Exhibit A1 (Scope of Work) is replaced with Revised Exhibit A2 (rev. 07/01/2014)
3. Amendment Exhibit B1 (Payment Schedule) is replaced with Revised Exhibit B2 (rev. 07/01/2014)
4. Amendment Exhibit C1 (Program Monitoring) is replaced with Revised Exhibit C2 (rev. 07/01/2014)
5. **All other terms and conditions of the agreement dated December 13, 2011 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: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Peninsula Conflict Resolution Center

Contractor's Signature

Date: _____

**PENINSULA CONFLICT RESOLUTION CENTER
School-Based Violence Prevention Programs
JULY 1, 2011 – JUNE 30, 2015**

In full consideration of the payments described in Exhibit "B2" herein, and the terms of this Agreement, Contractor shall provide shall provide the following services:

The Peninsula Conflict Resolution Center shall provide school-based violence prevention programs for youth and families of four schools in Daly City, San Bruno, San Mateo and South San Francisco. Delivery of the program includes the cost of staff, materials, and research.

1. Student and Parent Leadership Groups: 80 students and 100-150 parents served; Capuchino, Jefferson, San Mateo and South San Francisco High Schools deliver violence prevention curriculum to higher-risk and other students, deliver parent leadership and education classes to parents; 2x/week, total of 512 hours/year
2. Peer Mediation training: 80 students served; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; deliver peer mediation training to students to resolve conflicts among all students of the school; 1x/week, total of 160 hours/year
3. School-based services provided by Student Engagement Specialist: 160 students, 60 staff, 100--120 parents; deliver staff training and Alternative to Suspension programs; Capuchino, Jefferson, San Mateo and South San Francisco High Schools 20 hours/week, 3488 hours/year
4. Mediation and Family Conferencing Services: 60 families served; families from Capuchino, Jefferson, San Mateo and South San Francisco High Schools, youth on probation, and youth transitioning from the Youth Service Center; provide family conferencing and parent-teen and family mediation; 3 hours/week, total of 400 hours/year
5. Program Management: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; ensure that services for at-risk youth, staff and families are coordinated and integrated in the existing school procedures; 4 hours/week, 200 hours/year
6. Data Collection: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; collect data on effectiveness of programs; 3 hours/week, 600 hours/year

**PENINSULA CONFLICT RESOLUTION CENTER
PAYMENTS and RATES**

In full consideration of the payments described in Exhibit "A2" herein, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Chief Probation Officer or his/her designee:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **SIX HUNDRED FOURTY TWO THOUSAND FOURTY FOUR DOLLARS (\$642,044)** for the term of the contract.
- B. The maximum amount of the annual payment for shall be **ONE HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED THREE DOLLARS (\$175,103)** for FY 2014-15.
- C. Payments shall be made according to the following schedule:

Service	Hours/ Year	Rate/ Hour	Total Amount/Year
Student and Parent Leadership Groups/Capuchino and Jefferson High Schools (students); Capuchino, Jefferson, San Mateo and South San Francisco High Schools (parents)	256	FY 11-12 \$33	FY 11-12 \$8,448
	512	FY 12-13 \$33	FY 12-13 \$16,896
	512	FY 13-14 \$33	FY 13-14 \$16,599
	512	FY 14-15 \$33	FY 14-15 \$16,599
Peer Mediation training/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	160	FY 11-12 \$38.50	FY 11-12 \$6,160
	160	FY 12-13 \$38.50	FY 12-13 \$6,160
	160	FY 13-14 \$38.50	FY 13-14 \$6,160
	160	FY 14-15 \$38.50	FY 14-15 \$6,160
School-based services provided by Student Engagement Specialist/ Jefferson and Capuchino High Schools (staff training), Capuchino, Jefferson, San Mateo and South San Francisco High Schools (Alternative to Suspension programs)	2000	FY 11-12 \$33	FY 11-12 \$66,000
	3488	FY 12-13 \$33	FY 12-13 \$115,104
	3488	FY 13-14 \$33	FY 13-14 \$115,104
	3488	FY 14-15 \$33	FY 14-15 \$115,104
Mediation and Family Conferencing	150	FY 11-12 \$33	FY 11-12 \$5,775

Services/Capuchino, Jefferson, San Mateo and South San Francisco High Schools		\$38.50	\$5,775
	400	FY 12-13 \$38.50	FY 12-13 \$15,400
	400	FY 13-14 \$38.50	FY 13-14 \$15,400
	400	FY 14-15 \$38.50	FY 14-15 \$15,400
Program Management/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	300	FY 11-12 \$38.50	FY 11-12 \$11,550
	200	FY 12-13 \$38.50	FY 12-13 \$7,700
	200	FY 13-14 \$38.50	FY 13-14 \$7,700
	200	FY 14-15 \$38.50	FY 14-15 \$7,700
Data Collection/Capuchino, Jefferson, San Mateo and South San Francisco High Schools <i>NOTE: Indirect cost rate is included in the rate/hour and not its own line item</i>	144	FY 11-12 \$28.60	FY 11-12 \$4,118.40
	144	FY 12-13 \$28.60	FY 12-13 \$4,118.40
	144	FY 13-14 \$28.60	FY 13-14 \$4,118.40
	144	FY 14-15 \$28.60	FY 14-15 \$4,118.40
Other Direct Costs—School-based Services			FY 11-12 \$6,000
			FY 12-13 \$8,824.60
			FY 13-14 \$8,824.60
			FY 14-15 \$8,824.60
Other Direct Cost – Peer Mediation			FY 11-12 \$400
Other direct Cost – Mediation and Conferencing Services			FY 11-12 \$3,000
Other Direct Cost – Data Collection			FY 11-12 \$3,000
Other Direct Costs-Youth Leadership & Parent Series			FY 11-12 \$2,284
			FY 12-13 \$900
			FY 13-14 \$900
			FY 14-15 \$900

Annual Subtotal 2011-2012			\$116,735
Annual Subtotal 2012-2013			\$175,103
Annual Subtotal 2013-2014			\$175,103
Annual Subtotal 2014-2015			\$175,103
TOTAL		--	\$642,044

- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **SIX HUNDRED FOURTY TWO THOUSAND FOURTY FOUR DOLLARS (\$642,044)**.
- E. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- F. Contractor shall email invoices and activity reports to Noelle Vergara, Management Analyst at nvergara@smcgov.org and Sio Hung (Fanny) Ung, Fiscal Office Specialist at sung@smcgov.org. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Noelle Vergara, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- G. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes

July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes
July 1, 2014 – September 30, 2014	October 15, 2014	Services delivered
October 1, 2014 – December 31, 2014	January 15, 2015	Services delivered
January 1, 2015 – March 31, 2015	April 15, 2015	Services delivered
April 1, 2015 – June 30, 2015	July 5, 2015	Services delivered and program outcomes

- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever.

**PENINSULA CONFLICT RESOLUTION CENTER
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2015**

Contractor agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County's Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:

- The school-based services will help instill positive decision-making skills, peaceful conflict management skills, increased self-esteem and sense of a purpose and positive future.
- The mediation and family conferencing services will also support family related assets including positive family communication and parent involvement.

Performance Measure	Youth Participating in Programs				
	FY 2011-12	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15
Youth engaged in gangs or considering joining gangs participating in the student leadership training series will decrease gang-related activity or activities that violate the law	85%	85%	85%	85%	85%