

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Regents of the University of California, 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 the purpose of providing additional agricultural education services through the Healthy Living Ambassadors of the 4H Youth Development Program to the residents of San Mateo County on July 1, 2015; and

WHEREAS, the parties wish to amend the Agreement to increase the fiscal obligation of the contract by \$61,800 and extend the term to June 30, 2019.

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

1. Section 1 of the agreement is amended to read as follows:

1. **Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Added Exhibit A-Services (add, June 5, 2017)  
Revised Exhibit B-1—Payments (rev. June 5, 2017)  
Attachment I—§ 504 Compliance

1. Section 3 of the agreement is amended to read as follows:

1. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. In no event shall County's total fiscal obligation under this Agreement exceed ONE

HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED DOLLARS, (\$121,800). Contractor will submit quarterly, fixed price invoices in the amount of \$7,500 for the first two FY 2015-16 and FY 2016-17 and a fixed price invoices in the amount of \$7,725 for the third and fourth years (FY2017-18 and FY2018-19).

1. Section 4 of the agreement is amended to read as follows:

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015, through June 30, 2019.

2. Section Exhibit A is added to the agreement to read as follows:

#### **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

During the third and fourth years of contract term, UCCE will complete the following activities:

- I. Engage a minimum of 5 school sites across San Mateo County through the Healthy Living Ambassadors program, including:
  - Enroll at least 50 teens in the Healthy Living Ambassadors program established by the UCCE
  - Enroll at least 350 children ages 7-10 in the educational curricula which will be delivered by the Healthy Living Ambassadors over a 6-10 week period, the curricula may include garden-based nutrition education or the Coordinated Approach to Child Health (CATCH) physical activity curriculum
- II. Complete an annual evaluation to assess the impact of the Healthy Living Ambassadors program on fostering policy, system, or environmental changes in afterschool program settings, focusing on the use of school gardens as part of afterschool programming. Evaluation tools will include surveys and interviews with afterschool leaders, administrators, and teens
- III. Provide an bi-annual written report at the conclusion of program and evaluation activities to the San Mateo County Health System Director to include evaluation findings, lessons learned, number of lessons given, and participation numbers for Ambassador's, students and school sites

3. Original Exhibit B is replaced with Revised Exhibit B-1, (rev. June 5, 2017).

**Revised Exhibit B-1, (rev. June 5, 2017)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. **Maximum Payment Amount:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed ONE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$121,800) over the course of the contract.

**Budget**

<b>Expense</b>	<b>Amount</b>
FY 2015-16	\$30,000
FY 2016-17	\$30,000
FY 2017-18	\$30,900
FY 2018-19	\$30,900
<b>Total</b>	<b>\$121,800</b>

**Method of Payment and Invoicing:** Upon receipt of quarterly, lump-sum, fixed price invoices in the amount of \$7,500 for FY2015-16 and FY2016-17 and \$7,725 for FY2017-18 and FY2018-19. The contractor shall be paid quarterly for program costs not to exceed an amount of \$121,800. Invoices shall be submitted: October 1, January 1, April 1 and July 1.

Invoices will not exceed the aforementioned amount without pre-approval. The PI shall submit, by separate cover, a quarterly reporting of services provided. All invoices must include the following language and a signature:

*Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.*

Signature \_\_\_\_\_, Date \_\_\_\_\_  
Title \_\_\_\_\_, Agency \_\_\_\_\_

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

4. All other terms and conditions of the agreement dated July 1, 2015, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: The Regents of the University of California

Kimberly Lamar  
Contractor Signature

7/12/17  
Date

Kimberly Lamar, Associate Director  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: John Fox

Name of Contractor(s): UC Agriculture and Natural Resources

Street Address or P.O. Box: 2801 Second Street

City, State, Zip Code: Davis, CA 95618

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

John Fox, Executive Director of Human Resources, UC ANR

Date:

6/21/17

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."