SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BOYS AND GIRLS CLUB OF THE PENINSULA

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of

_____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter

called "County," and BOYS AND GIRLS CLUB OF THE PENINSULA, hereinafter called

"Contractor";

<u>WITNESSETH</u>:

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 evidence-based Project Learn youth-centered strategies including after-school enrichment & academic support; mentoring; leadership development; behavioral skills & life skills development; job-readiness; quarterly parenting skills trainings; parent support groups; family nights; information & referral services; and parent advocate & partner services for the term of July 1, 2011 through June 30, 2014, in an amount not to exceed \$213,334; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract through June 30, 2015 and increase the amount by \$80,000 to an amount not to exceed \$293,334.

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, 2014, 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 February 12, 2012 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

BOYS & GIRLS GLUB OF THE PENINSULA

Contractor's Signature

Date: 4/28/14

BOYS & GIRLS CLUBS OF THE PENINSULA SERVICES JULY 1, 2011 – JUNE 30, 2015

In consideration of the payments set forth in Exhibit "B2", Contractor shall provide the following services:

Boys & Girls Clubs of the Peninsula shall provide youth-centered mentoring to 150 active youth members in grades 6 through 10, including after-school enrichment & academic support; leadership development; behavioral skills & life skills development; and job-readiness. Each youth will participate at least 50 times per year. Delivery of the program includes the cost of staff, materials, and research.

Mentoring services will be provided:

Two (2) hours per day, three (3) days per week, thirty-four (34) weeks per year totaling 204 hours of service. Services will be provided by twelve (16) Youth Development Professionals totaling 3264 hours of service.

Services will be provided at Contractor's three clubhouses located at

1109 Hilton Street, Redwood City, CA 401 Pierce Road, Menlo Park, CA 2031 Pulgas Avenue, East Palo Alto, CA

EXHIBIT B2

BOYS & GIRLS CLUBS OF THE PENINSULA PAYMENTS AND RATES

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **TWO HUNDRED NINETY THREE THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS AND ZERO CENTS (\$293,334)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)** for FY 2014-15.

Service	Hours/Year	Rate/Hour	Total Amount FY 2011-12
Mentoring	2448 hours/year	\$21.78	\$53,333.33
Service	Hours/Year	Rate/Hour	Total Amount FY 2012-13
Mentoring	3264 hours/year	\$24.51	\$80,000
Service	Hours/Year	Rate/Hour	Total Amount FY 2013-14
Mentoring	3264 hours/year	\$24.51	\$80,000
Service	Hours/Year	Rate/Hour	Total Amount FY 2014-15
Mentoring	3264 hours/year	\$24.51	\$80,000
TOTAL	-		\$293,334

C. Payments shall be made according to the following schedule:

- 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 TWO HUNDRED NINETY THREE THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS AND ZERO CENTS (\$293,334.00).
- 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 <u>nvergara@smcgov.org</u> and Sio Hung (Fanny) Ung, Fiscal Office Specialist at <u>sung@smcgov.org</u>. 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.

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

G. Contractor shall submit invoices and activity reports according to the schedule below:

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.

BOYS & GIRLS CLUBS OF THE PENINSULA 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:

- Provide 3,264 hours of mentoring service per year
- Provide family strengthening services

	Youth Participating in Programs		
Performance Measure	FY 2011-12	FY 2012-13	FY 2013-14
Youth served will agree or strongly agree that at least two staff people pay attention to what's going on in their lives.	80%	80%	80%
Youth served will agree or strongly agree that the staff know what is important to them.	80%	80%	80%

Performance Measure	Youth Participating in Programs FY 2014-15
Youth have developed/improved their engagement in the community through Project Learn.	70%
Youth served have developed skills and passions/interests that are relevant to their lives	70%