

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

THIS FOURTH 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 for the 4H Youth Development Program to the residents of San Mateo County on July 1, 2015; and

WHEREAS, the parties amended the agreement on August 8, 2017 to increase the fiscal obligation of the contract by \$61,800 and extend the term to June 30, 2019; and

WHEREAS, the parties amended the agreement a second time on June 25, 2019 to increase the fiscal obligation of the contract by \$64,609 and extend the term to June 30, 2021; and

WHEREAS, the parties amended the agreement a third time on December 2, 2020 to extend the term to December 31, 2021; and

WHEREAS, the parties now wish to amend the Agreement a fourth time to increase the fiscal obligation of the contract by \$50,648.00 and extend the term to June 30, 2023.

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:

Revised Exhibit A3 - Services (rev. January 1, 2022)
Revised Exhibit B4—Payments (rev. January 1, 2022)

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 A3 County shall make payment to Contractor based on the rates and in the manner specified in revised Exhibit B4. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED THIRTY-SEVEN THOUSAND FIFTY-SEVEN DOLLARS (\$237,057). Contractor will submit quarterly, fixed price invoices in the amount of \$7,500 for the first two FY 2015-16 and FY 2016-17, a fixed price invoices in the amount of \$7,725 for the third- and fourth-years FY 2017-18 and FY2018-19, a fixed price invoices in the amount of \$7,956.75 for the fifth year FY 2019-20 and \$8,195.50 for the sixth year FY 2020-21 and a fixed price invoices in the amount of \$8,441.33 for the seventh- and eighth-years FY 2021-22 and FY 2022-23.

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, 2023.

2. Section Revised Exhibit A3 (rev. January 1, 2022) is added to the agreement to read as follows:

Exhibit A3 (rev. January 1, 2022)

In consideration of the payments set forth in revised Exhibit B4, Contractor shall provide the following services:

During the seventh and eighth years of contract term, UCCE will complete the following activities:

- I. Engage a minimum of 5 school sites across San Mateo County, with priority recruitment focusing on schools in North Fair Oaks, Redwood City, South San Francisco, Daly City and Pescadero in support of the County's *Community Collaborative for Children's Success* (CCCS) initiative, through the Healthy Living Ambassadors program, including:
 - Over the course of two years, enroll at least 50 teens in the Healthy Living Ambassadors program established by the UCCE
 - Over the course of two years, enroll at least 250 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 a 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-1 is replaced with Revised Exhibit B-4, (rev. Jan. 1, 2022).

Revised Exhibit B-4, (rev. January 1, 2022)

In consideration of the services provided by Contractor described in Exhibit A3 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 TWO HUNDRED THIRTY-SEVEN THOUSAND FIFTY-SEVEN DOLLARS, (\$237,057) over the course of the contract.

Budget

Expense	Amount
FY 2015-16	\$30,000
FY 2016-17	\$30,000
FY 2017-18	\$30,900
FY 2018-19	\$30,900
FY 2019-20	\$31,827
FY 2020-21	\$32,782
FY 2021-22	\$16,883
FY 2022-23	\$33,765
Total	\$237,057

Method of Payment and Invoicing: Upon receipt of quarterly, lump-sum, fixed price invoices in the amount of \$7,500 for F Y2015-16 and FY 2016-17, a fixed price invoices in the amount of \$7,725 for F Y2017-18 and FY 2018-19, a fixed price invoices in the amount of \$7,956.75 for FY 2019-20 and \$8,195.50 for FY 2020-21 and a fixed price invoices in the amount of \$8,441.33 for FY 2021-22 and FY 2022-23. The contractor shall be paid quarterly for program costs not to exceed an amount of \$237,057. Invoices shall be submitted: October 1, January 1, April 1 and June 15th.

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, as amended, 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

	<u>10/21/2021</u>	<u>Kimberly Lamar, Associate Director</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

