

**FIRST AMENDMENT TO SITE SERVICES AGREEMENT
BETWEEN THE CITY OF WATSONVILLE
AND PAJARO VALLEY UNIFIED SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Pajaro Valley Unified School District** ("Consultant") this 13th day of September, 2022. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Site Services Agreement dated August 2, 2022 ("Agreement");

WHEREAS, the Consultant has added additional tasks to the work program of the causing additional cost and time to the project completion; and

WHEREAS, the amendment of the Site Services Agreement is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Agreement shall be amended as follows:

1. Section 1 is hereby amended to add the following sentence:

" In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

2. Exhibit A, Scope of Services, attached to the Agreement is hereby amended to delete the last sentence in the first paragraph and replace that sentence to read as follows:

"Program will commence on August 15, 2022 and will follow the PVUSD student instructional calendar, with the end date of June 30, 2023."

3. Section 1.1 is hereby amended to provide an additional amount of compensation of ***Two Hundred Seventy-Eight Thousand Dollars***

(\$278,000) for professional services and shall be deleted and replaced in its entirety to read as follows:

“District compensation to the Contractor shall not exceed \$300,000 (Three-Hundred Thousand Dollars and no cents) inclusive of any costs or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District’s Accounts Payable Department for Services actually performed.”

All other terms and conditions of the Agreement dated August 2, 2022 as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Rene Mendez, City Manager

By _____
Richard Arellano, Purchasing Director

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The City of Watsonville Parks and Community Services Department will be collaborating with the Pajaro Valley Unified School District (PVUSD) in providing:

1. A before school program for Transitional kindergarten and kindergarten students
2. Lunchtime Activities
3. Afterschool Extended Learning Programs
4. Saturday day Camps
5. School Break Camps

All services, except for School Break Camps, will be billed based on actual time and materials, with an additional 15% for Administrative Costs. These services will be billed to PVUSD every three months, beginning in November for August, September and October.

School Break Camps will be billed based on PCS's advertised resident rate per student/participant at the conclusion of each camp.

Pajaro Valley Unified School District Responsibilities:

Before School Program

- Enroll students
- Provide breakfast for registered participants
- Provide transportation from program site to school

Lunch Time Activities

- Provide a designated space for programs
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Extended Learning Program

- Enroll students in program

Saturday Day Camps

- Refer up to forty (40) students to City of Watsonville camps

School Break Camps

- Refer up to eighty (80) students to City of Watsonville camps.
- Confirm with City the number of students that will attend at least three weeks prior to commencement of camp.

City Responsibilities:

Before School Program

- Provide a before school program and all necessary facilities, staffing and materials for up to forty (40) kindergarten students at the Callaghan Cultural Center (225 Sudden Street, Watsonville, CA 95076) with a schedule that follows the PVUSD student instructional calendar consisting of 146

instructional days, with end date of June 2, 2023. Program hours will be 8:00am–11:00am.

- Serve breakfast to registered participants
- Provide academic and enrichment programming as required by program funding

Lunch Time Activities

- Provide enrichment activities during the lunch period at assigned schools.
- Provide two teammates during the lunchtime period.

Extended Learning Program

- Provide staffing, as needed, to assist PVUSD staff in programs

Saturday Day Camps

- Provide daily camp programming and all necessary facilities, staffing and materials on five (5) Saturdays available to TK-6th grade students. Programming at Callaghan Park will be available during those 5 Saturdays from 9:00am – 6:00pm to up to forty (40) students. Tentative dates for these Saturdays are:
 - October 22, 2022
 - November 19, 2022
 - December 10, 2022
 - February 25, 2023
 - March 18, 2023

School Break Camps

- Provide daily camp programming and all necessary facilities, staffing and materials for up to 80 registered participants during PCS's Winter Break Camp, Spring Break Camp and Summer Break Camp