

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
THE JUSTICE COLLECTIVE**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 5th day of December, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Justice Collective, hereinafter called "Contractor", wherein collectively County and Contractor may be referred to as "Parties" or individually as a "Party";

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, on December 20, 2022, the Parties entered into that certain "Agreement Between the County of San Mateo and the Justice Collective" (the "Agreement") under which Contractor agreed, among other services, to create, adapt, and deliver a foundational racial and social equity training to pilot with a minimum of 700 County employees in exchange for payments by the County (the "Agreement"); and

WHEREAS, on June 20, 2023, the Parties entered into an amendment (the "First Amendment") to the Agreement to extend the term to December 30, 2023, increase the County's maximum fiscal obligation, and to replace the services and payments exhibits as set forth therein; and

WHEREAS, the Parties wish to amend the Agreement a second time to extend the term of the Agreement, increase the County's maximum financial obligation in connection with the extension of the Foundational Equity Training Program and replace the corresponding services and payment exhibits.

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

1. Section 3 (Payments) of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A2 (rev. December

5, 2023), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B2 (rev. December 5, 2023). County reserves the right to withhold payment if County determines that the quantity or quality or work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$336,550.00). In the event that the County makes advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

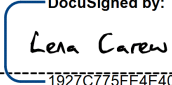
2. Section 4 (Term) of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 20, 2022, through June 30, 2026.

3. Exhibits A1 to the Agreement is restated in its entirety and replaced and superseded by Exhibit A2 (rev, December 5, 2023).
4. Exhibit B1 to the Agreement is restated in its entirety and replaced and superseded by Exhibit B2 (rev. December 5, 2023).
5. **All other terms and conditions of the Agreement dated December 20, 2022, 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 Justice Collective

<small>DocuSigned by:</small>  <small>1927C775FE4E40B...</small>	11/13/2023	Lena Carew
Contractor Signature	Date	Contractor Name (please print)

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For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A2 (rev. December 5, 2023)**

In consideration of the payments set forth in Exhibit B2 (rev. December 5, 2023), Contractor shall provide the following services:

Contractor will create, adapt, and deliver a foundational racial and social equity training to pilot with a minimum of 700 County employees. In addition, Contractor will provide technical support for the equity staff of the County Executive's Office and the Core Equity Team Training Committee to incorporate the learnings of the pilot training phase into future iterations of the training and to develop a sustainability strategy that will help us roll out the training to all 7,000 employees over a two-year period.

Contractor agrees to maintain as confidential the information received while providing and moderating the trainings and share notes from each training without associating comments to any particular County employee. In the event that a County employee reports a grievance during one of the trainings, Contractor agrees to report the issue to the County's Chief Equity Officer so that their concerns can be reviewed and addressed as appropriate.

**October 2022 – June 2023:****A. GOAL: Training Pilot: create, adapt, and deliver four different approaches to a foundational racial and social equity training to pilot with a minimum of 700 County employees.**

**Outcome/s:** To successfully train a minimum of 700 county employees through a series of (4) experimental training approaches with each focus on Foundations of Racial and Social Equity, Diversity, and Inclusion.

**Outputs/deliverables:**

- Pilot Training 1: 2-Part Webinar of 90-minutes each
- Pilot Training 2: 3-hour Webinar
- Pilot Training 3: 3-hour Online course delivered asynchronously
- Pilot Training 4: In-person training and discussion (total of 4 hours)
  - Deliverables include: facilitator's guide, training presentation slides, live training recording, welcome packet for participants, resource and activity guide, and post trainings briefs following each completed training series
- 60-min Facilitated Discussion delivered virtually for 40 participants
- 60-min Facilitated Discussion delivered virtually for 60 participants

<b>Tasks/Activities</b>	<b>Timeline</b>
Deliver three units of Pilot Training 1 with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each training session will accommodate up to 100 employees.	February 2023 - June 2023
Deliver two units of Pilot Training 2 with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Training session will accommodate up to 100 employees.	February 2023 - June 2023
Deliver one session of Pilot Training 3 through a pre-recorded online learning module with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each unit will accommodate up to 100 employees.	February 2023 - June 2023
Deliver one unit of Pilot Training 4 with instructional materials including a facilitation guide, workbook, presentation slides, and annotated	February 2023 - June 2023

agenda. The in-person training and discussion will accommodate up to 40 employees.	
Facilitate 4 virtual discussions with a maximum of 40 people and 2 facilitators	February 2023- June 2023
Facilitate 4 virtual discussions with a maximum of 60 people and 2 facilitators	February 2023 – June 2023
Develop communications and marketing materials for each pilot training event, including an event flier and outgoing messages to participants ahead of, and following, the training and facilitated discussions.	February 2023 - June 2023

**B. GOAL:** Technical Assistance: provide technical support to the equity team and the Core Equity Training Committee to develop a sustainability plan to roll out the training to all County employees over a two-year period.

**Outcome/s:** To provide technical assistance advising and support to the equity team of the County Executive's Office and the Core Equity Training Committee for the purpose of preparing and assessing the efficacy and effectiveness of the pilot training series, and identifying best practices to inform full training implementation.

**Outputs/deliverables:**

- Recurring planning and evaluation meetings with the equity team and Core Equity Training Committee
- Review and evaluation of materials provided by the County, including prior assessment data, learning and development content, and other materials as needed.
- Develop and/or provide technical assistance support on the County's development of learning assessments to evaluate pilot training participant's learning outcomes.
- Craft a brief memo with recommendations on full implementation of the training for the entire workforce over a two-year period.

<b>Tasks/Activities</b>	<b>Timeline</b>
Plan and develop the training curriculum with specific locally tailored data, definitions, stories, and context, with review and approval from County equity team. Planning and evaluation of training pilots will occur at least bi-weekly with the equity team and monthly meetings with the Core Equity Training Committee conducted prior to pilot training launch and throughout the length of the project. This includes time to prepare, communicate, and coordinate outside of the meeting.	January 2023 - June 2023
Review of organizational materials provided by the County for feedback and analysis	January 2023 - June 2023
Develop pre- and post- training evaluation to assess learning outcomes and review learning assessment data provided by the County. Disaggregate data by staff demographics, classification, and department where possible.	January 2023 - June 2023
Craft brief memo with key outcomes and learnings from the training evaluations and provide recommendations for full implementation of the training across the institution – to include both content and format recommendations	June 2023

**July 2023 – December 2023:****C. GOAL: Foundational Equity Training Pilot Extension**

<b>Outcome/s:</b> To successfully continue to train approximately 120 -260 additional County employees synchronously through a series of four training approaches with each focused on Foundations of Racial Equity, Diversity, Inclusion, and Belonging. We also expect between 150 –200 County staff to take the asynchronous (self-paced) training.	
<b>Outputs/deliverables:</b> -Pilot Training 1: (1) 2-Part Webinar (90-minutes per session) including facilitated discussion -And/or Pilot Training 2: (1) 3-hour Webinar including facilitated discussion -Pilot Training 3: up to 10-hours for revisions to the asynchronous (self-paced) pilot training -Pilot Training 4: (1) 4-hour In-Person Training including facilitated discussion	
<b>Tasks/Activities</b>	<b>Timeline</b>
Revise content of Pilot Trainings 1 and 2 to incorporate facilitated discussion session and Pilot 4 to shorten breaks to deliver curriculum in 3 ½ hours.	July 2023
Revise content of Pilot Training 3 asynchronous content, including updated videos and exercises, as needed. ,	July 2023
Deliver updated Pilot Training 1 and/or Pilot Training 2 (virtual webinars) with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda.	July 2023 - December 2023
Deliver updated Pilot Training 3 (self-paced) with pre-recorded online learning module with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda.	July 2023 – December 2023
Deliver updated Pilot Training 4 (in-person) with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda.	July 2023 - December 2023
Facilitate two planning and content development meetings with the Planning Committee to align on logistics and implementation of pilot training extensions, recruitment and communications of participants, and to align on content revisions. This includes time to prepare, communicate, and coordinate outside of the meeting.	July 2023 – December 2023

January 2024-December 2025

**D. GOAL: Foundational Equity Training Roll Out**

<b>Outcome/s:</b> To successfully continue to train approximately 1,660 additional County employees synchronously through a series of two training approaches. More employees will be trained via the asynchronous online video developed during the pilot phase of this training program.	
<b>Outputs/deliverables:</b>	
<ul style="list-style-type: none"> <li>• Eight 3.5-hour live online training including facilitated discussion, facilitation guide, presentation slides, annotated agenda and workbook</li> <li>• Six 4-hour In-Person Training including facilitated discussion, facilitation guide, presentation slides, annotated agenda and workbook</li> </ul>	
<b>Tasks/Activities</b>	<b>Timeline</b>
Deliver up to four live online training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each training session will accommodate up to 100 participants.	January - December 2024
Deliver up to three in-person training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each in-person training session will accommodate up to 80 participants	January – December 2024
Facilitate up to four project management meeting to align and troubleshoot any issues related to logistics and implementation, recruitment and participation. This includes time to prepare, communicate, and coordinate outside of the meeting.	January – December 2024
Deliver up to four live online training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each training session will accommodate up to 100 participants.	January 2025- December 2025
Deliver up to three in-person training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each in-person training session will accommodate up to 80 participants	January 2025- December 2025
Facilitate up to four project management meeting to align and troubleshoot any issues related to logistics and implementation, recruitment and participation. This includes time to prepare, communicate, and coordinate outside of the meeting	January 2025- December 2025
Deliver up to three live online training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. Each training session will accommodate up to 100 participants	January 2026-June 2026
Deliver up to one in-person training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and	January 2026 – June 2026

annotated agenda. Each in-person training session will accommodate up to 80 participants	
Facilitate up to two project management meeting to align and troubleshoot any issues related to logistics and implementation, recruitment and participation. This includes time to prepare, communicate, and coordinate outside of the meeting.	January 2026-June 2026

**E. GOAL: Assess Interest for County’s Foundational Equity Training with Partners from the Equity in Government in San Mateo County Community of Practice**

<p><b>Outcome/s:</b> Conduct one live virtual Foundational Equity Training with employees from partners in the Equity in Government in San Mateo County Community of Practice to continue to develop a shared language around equity, diversity, inclusion and belonging, learn about the historical context of inequities we see today in the county of San Mateo , and build basic knowledge and skills on how to cultivate a more equitable and inclusive workplace and communities.</p>	
<p><b>Outputs/deliverables:</b></p> <ul style="list-style-type: none"> <li>• One 3.5-hour live online training including facilitated discussion, facilitation guide, workbook, annotated agenda, and presentation slides.</li> </ul>	
<p><b>Tasks/Activities</b></p>	<p><b>Timeline</b></p>
<p>Deliver one live online training sessions with instructional materials including a facilitation guide, workbook, presentation slides, and annotated agenda. The session will accommodate up to 100 participants from multiple local agencies.<sup>1</sup></p>	<p>January – March 2024</p>

<sup>1</sup> The Parties agree that the terms and conditions of this Agreement may be used by other public or governmental entities as a “piggyback” for the purpose of entering into separate agreements directly with the Contractor at the same rates provided herein, if permitted by such entities' own procurement policies. The County shall not be responsible for any such agreements.



**Exhibit B2 (rev. December 5, 2023)**

In consideration of the services provided by Contractor described in Exhibit A2 (rev. December 5, 2023) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**A. Budget and Invoicing Schedule for October 2022 – June 2023:**

***Number of units provided is an approximation based on a total number of 700 participants. The actual number of units may vary upon the County's request.***

<b>Budget Item</b>	<b>Units</b>	<b>Unit price</b>	<b>Total</b>
Pilot Training 1: 2-Part Webinar of 90-minutes (for every 100 participants).	3	\$10,000.00	\$30,000.00
Pilot Training 2: 3-Hour Webinar (for every 100 participants).	2	\$10,000.00	\$20,000.00
Pilot Training 3 - 3-hour Online course delivered asynchronously (for every 100 participants).	1	\$10,000.00	\$10,000.00
Pilot Training 4 - In-person training and discussion (total of 4 hours, max. 40 participants).	1	\$8,000.00 (includes \$192 of mileage cost for facilitators traveling to the County of San Mateo)	8,000.00
Facilitated Discussions - Delivered Virtually (priced for 40 participants, includes 2 facilitators).	4	\$1,275.00	\$5,100.00
Facilitated Discussions - Delivered Virtually (priced for 60 participants, includes 3 facilitators).	4	\$1,912.50	\$7,650.00
Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation (cost includes bi-weekly meetings including preparation, communications, and logistics).	6	\$5,400	\$32,400.00
Review of organizational materials provided by the County for feedback and analysis. (TA advising package estimating 20 hours).	20	\$450	\$9,000.00
Assessment data collection, review, and/or	60	\$450	\$27,000.00

analysis of pilot trainings and crafting of a draft and final brief memo with recommendations.			
		<b>TOTAL:</b>	<b>\$149,150.00</b>

	Invoice Amount	Due Date	Tasks	Deliverables
<b>Invoice #1:</b> shall include services that will be provided through January 31, 2023 as described in Exhibit A1 (rev. June 5, 2023).	\$14,400	By February 3, 2023	Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Review of organizational materials provided by the County for feedback and analysis	Finalized training curriculum Training slides Facilitator's guide Welcome package Pre- and post-training evaluation form Schedule for all trainings and facilitated discussions
<b>Invoice #2:</b> shall include services that will be provided through February 28, 2023 as described in Exhibit A1 (rev. June 5, 2023).	\$23,987.5	By March 3, 2023	Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Assessment data collection hours (approximately 12 hours a month) Conduct pilot training 1,2 or 3 Conduct two facilitated discussions	Estimated completion of one of the pilot training options and up to 2 facilitated discussions Post-training briefs
<b>Invoice #3:</b> shall include services that will be provided through March 31, 2023 as described in Exhibit A1 (rev. June 5, 2023).	\$33,987.5	By April 4, 2023	Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Assessment data collection	Estimated completion of at least two of the pilot training options and up to 2 facilitated discussions Post-training briefs

			hours (approximately 12 hours a month) Conduct pilot training 1,2 or 3 Conduct two facilitated discussions	
<b>Invoice #4:</b> Shall include services that will be provided through April 28, 2023 as described in Exhibit A1 (rev. June 5, 2023).	\$30,075	By May 3, 2023	Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Assessment data collection hours (approximately 12 hours a month) Conduct one of the pilot training 1,2 or 3 Conduct pilot training 4 Conduct one 40 staff facilitated discussions	Estimated completion of at least two of the pilot training options and up to 2 facilitated discussions Post-training briefs
<b>Invoice #5:</b> Shall include services that will be provided through May 31, 2023 as described in Exhibit A1 (rev. June 5, 2023)	\$23,987.5	By June 2, 2023	Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Assessment data collection hours (approximately 12 hours a month) Conduct one of the pilot training 1,2 or 3 Conduct two facilitated discussions	Estimated completion of one of the pilot training options and up to 2 facilitated discussions Post-training briefs  Draft recommendation memo

<p><b>Invoice #6:</b> Shall include services that will be provided through June 30, 2023 as described in Exhibit A1 (rev. June 5, 2023)</p>	<p>\$22,712.5</p>	<p>By July 3, 2023</p>	<p>Recurring TA Advising meetings with equity team and Equity Training committee for planning and evaluation Assessment data collection hours (approximately 12 hours a month) Conduct one of the pilot training 1,2 or 3 Conduct one facilitated discussion for 60 staff</p>	<p>Estimated completion of one of the pilot training options and one facilitated discussions Post-training briefs  Final recommendation memo</p>
<p><b>TOTAL</b></p>	<p><b>\$ 149,150.00</b></p>			

**B. Budget and Invoicing Schedule for July 1, 2023 – December 31, 2023**

***Number of units provided is an approximation based on a total number of 260 synchronous participants, and an unlimited number of asynchronous participants. The actual number of units is within the County’s discretion and may vary upon the County’s request.***

Budget Item	Units	Unit price	Total
<p>Pilot Training 1 - 2-Part Webinar (priced for every 100 participants per cohort) and/or Pilot Training 2 - (1) 3-Hour Webinar (for every 100 participants Cost per participant breakdown: 30 (<i>minimum</i>) - 50 participants, cost is \$150 per person 51 – 75 participants, cost is \$125 per person 76 – 100 participants, cost is \$100 per person</p>	<p>2</p>	<p>\$10,000.00</p>	<p>\$9,000 - \$20,000</p>

Pilot Training 1 <i>Revisions</i> – content changes to incorporate 30 minute discussion session (units are a maximum and will be billed upon delivery)	Up to 5	\$450	\$2,250.00
Pilot Training 2 <i>Revisions</i> – content changes to incorporate 30 minute discussion session (units are a maximum and will be billed upon delivery)	Up to 5	\$450	\$2,250.00
Pilot Training 3 - <i>Revisions</i> to 3-hour Online course content delivered asynchronously in April 2023 (units are a maximum and will be billed upon delivery)	Up to 10	\$450	\$4,500.00
Pilot Training 4 - In-person training and facilitated discussion (total of 3 ½ hours, max. 60 participants). Cost per participant breakdown: 30 ( <i>minimum</i> ) - 40 participants, cost is \$250 per person 51 – 60 participants, cost is \$200 per person	1	\$12,000	\$7,500 - \$12,000.00
Project management meetings for planning and content development (cost includes 2 meetings including preparation, communications, and logistics).	2	\$2,700	\$5,400.00
		<b>TOTAL:</b>	<b>\$30,900 - \$46,400.00</b>

	Invoice Amount	Due Date	Tasks	Deliverables
Invoice #7: shall include services that will be provided through July 31, 2023 as described in	Up to \$11,700	By August 3, 2023	Revisions and updates to pilot training curriculum Facilitate planning meeting with equity team and Equity Training	Finalized training curriculum for different pilot options Updated training slides and workbooks

Exhibit A1 (rev. June 5, 2023).			committee for planning Finalize pilot 3 curriculum for County staff to run self-paced training in LMS	Updated facilitator's guide Updated welcome package Schedule for all trainings
Invoice #8: shall include services that will be provided through August 31, 2023 as described in Exhibit A1 (rev, June 5, 2023).	Up to \$10,000	By September 7, 2023	Conduct at least one pilot training 1 or 2	Estimated completion of at least one of the pilot training options Post-training brief
Invoice #9: shall include services that will be provided through September 30, 2023 as described in Exhibit A1 (rev, June 5, 2023).	Up to \$12,700	By October 5, 2023	Conduct at least one pilot training 1, 2, or 4 Facilitate planning meeting with equity team and Equity Training committee for planning	Estimated completion of at least one of the pilot training options  Post-training brief
Invoice #10: shall include services that will be provided through October 31, 2023 as described in Exhibit A1 (rev. June 5, 2023).	Up to \$12,000	By November 9, 2023	Conduct at least one pilot training 1, 2, or 4	Estimated completion of at least one of the pilot training options Post-training brief

**C. Budget and Invoicing Schedule for January 1, 2024-December 20, 2025:**

Budget Item	Units	Unit price	Totals
Live Virtual Foundational Equity Training (3.5 Hour) Up to 100 participants	Up to 12	\$4,000.00	\$48,000.00
In-person Foundational Equity Training (4	Up to 7	\$12,000.00	\$84,000.00

hrs) Up to 80 participants			
Project management meetings	Up to 10	\$900.00	\$9,000.00
TOTAL NOT TO EXCEED			\$141,000.00

	Invoice Amount	Due Date	Tasks
Invoice #11: shall include services that will be provided through January 2024 as described in Exhibit A2 (rev. December 5, 2023).	Up to \$4,900	By February 2, 2024	Project Management Meeting  Conduct at least one virtual training
Monthly invoice	Within budget parameters and limits set forth in this Agreement	5 <sup>th</sup> of each month commencing February 2024	See Ex. A2 (rev. December 5, 2023) and Budget items above

#### D. Staffing.

The following are Contractor's project team members that will be implementing this project with their respective hourly rates:

Role	Name	Rate
Executive Advisor	Lena Crew	\$176
Senior Consultant	Giovanna Adams	\$121
Senior Consultant	Mel Saavedra	\$121
Production Assistant	Omarah Lewis	\$45
Administrative Support	Gabriel Estrada	\$40

#### E. Invoice Requirements

1. All invoices shall include a detailed list of the services provided as described in Exhibit A2 (rev. December 5, 2023) and in accordance with the budget and schedule set forth in this Exhibit B2 (rev. December 5, 2023). Contractor shall submit with its invoice evidence of work performed and/or costs incurred, including but not limited to timesheets, activity logs, copies of bills and any other supporting documentation reasonably requested by the County. Contractor shall submit a written certification that the costs were actually, reasonably and necessarily incurred for the services described in Exhibit A2 (rev. December 5, 2023) and B1 (rev. December 5, 2023).
2. If total costs/hours actually expended are less than the amount listed in the corresponding invoice in the Invoicing schedule above, Contractor will only invoice for the actual costs/hours expended.

3. Contractor shall submit invoices in accordance with the above-listed Invoicing schedule.
4. Invoices that exceed the above-listed amounts or that do not adhere to the above-listed service delivery timing and payment schedules must be pre-approved in writing by the County.