

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PROJECT READ**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Project READ, 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, on November 21, 2017, the parties entered into an agreement for the provision of evidence-based literacy/educational and rehabilitative services in the amount of \$51,500 for a term expiring June 30, 2018 (the "Agreement"); and

WHEREAS, on October 23, 2018, the parties entered into an amendment to the Agreement to extend the term through June 30, 2019, and increase the amount by an additional \$51,500 for a maximum Agreement amount of \$103,000 (the "First Amendment"); and

WHEREAS, on July 23, 2019, the parties entered into a second amendment to the Agreement to extend the term through June 30, 2020, and increase the amount by an additional \$51,500 for a maximum Agreement amount of \$154,500 (the "Second Amendment"); and

WHEREAS, the parties wish to amend the Agreement a third time in order to extend the term through June 30, 2021, and increase the amount by \$51,500 for a new not to exceed amount of \$206,000.

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

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

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 (rev. May 5, 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B3 (rev. May 5, 2020). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED SIX THOUSAND DOLLARS (\$206,000). In the event that the County makes any 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 of the agreement is amended to read as follows:

Term: Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017, through June 30, 2021.

3. Exhibit A3 (rev. May 5, 2020) and Exhibit B3 (rev. May 5, 2020) are added to the Agreement.
4. All other terms and conditions of the agreement dated November 21, 2017, between the County and Contractor, as amended by the First and Second Amendments, shall remain in full force and effect.
5. This Third Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Second Amendment shall not be effective unless set forth in a writing and executed by both parties.

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

For Contractor:

PROJECT READ

Kathy Endaya 04/24/2020

Kathy Endaya

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

Exhibit A3 (rev. May 5, 2020)

In consideration of the payments set forth in Exhibit B3 (rev. May 5, 2020), Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Goal

Project READ-Redwood City seeks to reduce recidivism in San Mateo County through the Peacemakers Alliance curriculum, Violence Prevention Retreats, and increased literacy services, meeting three criteria of the county's Local Implementation Plan (LIP). These programmatic goals align with LIP strategies by providing in-custody and post-release services to moderate-risk and high-risk offenders, preparing program participants for successful reentry, and providing on-going assessments and evaluation.

B. Services

1. Contractor shall serve up to 50 inmates (per year of the contract) participating in the Sheriff's Office ASPIRE Program (*Access to Services and Programs to Inspire Reentry and Empowerment*) within the Maple Street Correctional Center (MSCC).
2. Contractor shall work directly with the Sheriff's Office Program Services Bureau on issues that include, but are not limited to, the following:
 - a. Scheduling of classes, workshops, and retreats
 - b. Inmate recruitment and classification clearance
 - c. Conducting risk assessments of potential participants to identify moderate- and high-risk offenders
 - d. Classification clearance for teachers, volunteers, and program materials
 - e. Inmate data for recruitment and grant reporting purposes
 - f. Other issues as necessary
3. Contractor will conduct the following Direct Literacy Intervention activities, at a level of 12 hours per week, depending on the needs of the learners and facility schedule and space:

- a. Peacemakers Alliance course, including (1) critical literacy learning plans focused on peace education; and (2) opportunities to translate theories about peace and nonviolence into practical skills.
 - b. One-on-one tutoring between class sessions
 - c. Small-group instruction (writing, poetry, nonviolent parenting, peacemaking seminars, critical literacy workshops and conflict resolution programming)
 - d. In this third contract phase contractor will continue to implement and integrate small group and individualized programming based on the needs of the learners and facility schedule and space
4. Contractor will conduct two basic-level and one advanced-level retreats: Building Peaceful Communities Through Violence Prevention involving:
 - a. Establishing a base of self-esteem, affirmation, trust, and cooperation;
 - b. Exploring methods of nonviolent communication; and
 - c. Learning about creative ways of resolving conflict.
5. Provide ongoing assessment, evaluation and reporting of participants and curriculum
 - a. Conduct pre and post evaluations of all participants using the Bader Reading and Language Inventory Assessment tool to provide a general profile of the learner's basic skills in word recognition, sight words, vocabulary, inferential information, contextual comprehension, main ideas, and reading comprehension. Bader pre-assessments will be administered upon entering the program, reassessments will be conducted after the first six months and then annually.
 - b. Use Roles and Goals to set attainable goals for the learners and assure that all curricula are student centered and goal directed. This assessment tool will be used to ensure that goals are being met and new goals are established.
 - c. Meet with Sheriff's Office In-Custody Case Managers (ICCMs) and correctional staff as needed to evaluate programming needs and

changes in outlook towards education and/or vocational training, and conflict resolution.

- d. Offer students the opportunity to conduct self-assessments both before and after completion of in-class course work.
- e. Provide Violence Prevention Retreats and assess students on their ratings of violent-opinion statements before and after the retreats.

6. Post-Release Educational Services

- a. Provide a One-Stop Applying to Community College and Financial Aid program to offer support and resources to start the college enrollment process from initial workshops about the community college application process to learning how to apply for financial aid. Including services to whole families, where parents as well as siblings can engage in literacy learning in a safe and position environment.
- b. Provide computer lab access where students can work on job searches; resume writing; web-based software programs focused around phonics, reading, writing vocabulary and other critical thinking skills; provide training on Microsoft Word; be introduced to the intranet; establish email accounts; and correspond with family and school through online forums.
- c. Provide an Adult Literacy and Language Lab to encourage language acquisition and literacy skills using Rosetta Stone, a language acquisition program, and the Lexia Learning system, a phonics-based reading program.
- d. Provide one-on-one individualized tutoring with a community tutor designed to improve basic skills in literacy, writing and life skills to help learners achieve their learning and life goals, including high school equivalency diplomas, citizenship and job-searching skills.
- e. Provide outside program referrals to other educational partners throughout San Mateo County and the Bay Area so that inmates that are released from custody but do not live in Redwood City or are unable to travel to Project READ due work and/or recovery program demands and transportation issues can continue to achieve their goals. This includes referring learners to libraries literary programs in their areas; referring those interested in earning Bachelor's degrees to appropriate schools; and those on parole or probation to Project Rebound at San Francisco State University.

7. Performance Outcomes:

Performance Measure	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Estimated	FY 2020-21 Projected
Level of reading gain of participants in the six-month Peacemakers Alliance course	1.7 reading levels (1.7 years of school)	3.0	1.5	1.5
Percent of participants who complete the Peacemakers Alliance course and the Violence Prevention Retreats	90%	89.5%	90%	90%

II.

Exhibit B3 (rev. May 5, 2020)

In consideration of the services provided by Contractor in FY 2020-21 described in Exhibit A3 (rev. May 5, 2020) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms (per year of the contract):

FY 2020-2021 PROGRAM BUDGET

PROGRAM EXPENSES	Total program cost	Community Corrections Portion	Program Income: CRC, CLLS, RCFOL
STAFF: Program Coordinator, Program Assistant, Instructor	\$86,000.00	\$41,000.00	\$45,000.00
Program Material: student materials, reading assessment materials, workbooks, classroom resources/materials, printing	\$5,000.00	\$5,000.00	\$0.00
Service Project supplies	\$1,500.00	\$1,500.00	\$0.00
Training manuals, workshop materials, handouts	\$2,000.00	\$2,000.00	\$0.00
Volunteer training and monitoring	\$2,000.00	\$2,000.00	\$0.00
<u>Program Budget Totals:</u>	<u>\$96,500.00</u>	<u>\$51,500.00</u>	<u>\$45,000.00</u>
Total San Mateo CCP Grant:		\$51,500.00	

Contractor shall invoice the County on a monthly basis. Invoice shall be submitted to Melissa Wagner, Program Services Manager in the Sheriff's Office.