

FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SERVICE LEAGUE OF SAN MATEO COUNTY

THIS FIRST AMENDMENT to the existing Agreement [initially entered into on the 7th day of August, 2001], is made and entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "COUNTY" and SERVICE LEAGUE OF SAN MATEO COUNTY hereinafter called "CONTRACTOR."

WHEREAS, the parties have previously entered into an Agreement for provision of inmate services within the County's detention facilities; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby amended as follows:

1. Section 2A., PAYMENTS – MAXIMUM AMOUNT, of the existing Agreement is replaced in entirety with the following:

2. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$410,730.

2. The following subsection B is hereby added to section 1 of Exhibit A, SERVICES TO BE PROVIDED BY CONTRACTOR, said subsection to read as follows:

B. Contractor will implement the *FATHERS [Fathers As Teachers: Helping Encouraging Reading Supporting] Literacy Program* in the Maguire Correctional Facility [MCF]. The objectives of the Program are to interrupt the cycles of both incarceration and poor literacy by making inmates aware of their responsibility as fathers and father figures to break both cycles. The Program will be uniquely designed to accommodate the particular population of incarcerated fathers at MCF.

- (1.) Contractor will carry out the following activities to address the objectives of the Program:
 - Implement three [3] series of eight-week FATHERS curriculum at the Maguire Correctional Facility. The lessons will be taught in two [2] hour segments and utilize Families for Literacy educational materials.
 - 8-10 participants per series will be involved in the FATHERS training, which would allow for individual attention required by inmates, as most have not been in a classroom setting for many years.
 - For basis of measuring results, basic literacy testing prior to entering class, at intervals during the cycle, as well as after leaving the Program will be conducted. Testing will be done with instruments generally accepted and approved by educators and will be administered by persons trained in their use by Project Read.
 - Progress will be rewarded with gift books, which the participant can send to his child through the FATHERS Literacy Program.

(2.) Contractor will implement Program by the following:

- Enter into a contract with the National Americorps Program in order to place one [1] Americorps intern for staffing 30 hours per week.
- Provide additional training, supervision and support to interns from Service League Correctional Services Director and the Facilities Program Coordinator assigned to the Program.
- Provide interns with additional training by Redwood City Library's Project Read [adult literacy program of San Mateo County].
- Schedule, identify and recruit inmates most appropriate to participate.
- Send inmate applications to Classification for screening and approval prior to their participation in the Program.
- Provide progress reports to the Sheriff's Inmate Welfare Oversight Committee.

3. The original Section 2 of Exhibit A, is hereby deleted, and is replaced with a new section 2, to read as follows:

A. SERVICES:	PROJECTED [IWF Funding]
Inmate Requests	\$ 122,875
Inmate Program (Volunteers)	\$ 28,600
Jury Clothing	\$ 25,850
Inmate Release	\$ 106,350
Various Denominational Chaplaincy	\$ 49,325
La Honda Conflict Management Training	\$ 32,000
Child Care at MCF	\$ 20,000
FATHERS Literacy Program	\$ 10,000
Services Total:	\$ 395,000
SUPPLIES:	PROJECTED [IWF Funding]
Bus Tickets for Released Inmates	\$ 7,000
Jail Christmas Trees, Ornaments, Supplies, & Fireproofing	\$ 4,880
Christmas Cards/Related Postage for Inmates	\$ 1,400
Postage (for Donated Birthday, Mother's Day, and Other Greeting Cards for Inmates)	\$ 1,200
Supplies for WCC & MCF Programs	\$ 1,000
Miscellaneous	\$ 250
Supplies Total:	\$ 15,730
CONTRACT TOTAL	\$ 410,730

⊙ Projected costs by category are estimates for service management purposes. Contractor will be held to Total for service cost, but not necessarily to individual category costs within that total.

- B. Contractor may transfer funds from one line item to another provided that approval is secured in advance from the Chair of the Inmate Welfare Committee, so long as the total \$410,730 contracted amount is not exceeded. Transfer between line items in excess of five percent of either item total cost, as outlined in Paragraph A shall be requested in writing to County and the approval shall not be effective until Contractor receives

authorization in writing. This Agreement shall be funded entirely through the Inmate Welfare Fund.

- C. Contractor shall assume full responsibility for payment to sub-contractors. Contractor shall assume full responsibility for filing of any payroll or earnings reports to both state and federal agencies.
 - D. For billing periods July 1, 2001 thru January 31, 2002, Contractor shall submit a monthly invoice totaling 1/12 or \$32,083.83 of the Services Total, as outlined in Paragraph A of the original Exhibit A. Effective February 2002, Contractor shall submit a monthly invoice totaling 1/12 or \$34,083.33 of the Services Total, as outlined in Paragraph A of this Amended Exhibit A, in compliance with the policies and procedures established by the Inmate Welfare Committee and Controller. Contractor will also include in invoice total for supplies provided that month, which shall be invoiced to County at Contractor's actual retail costs. In any event, the total amount for services and supplies of Contractor shall not exceed \$410,730 and County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
 - E. Contractor shall submit final bill within 90 days from expiration of contract to the Maguire Correctional Facility's Administrative Lieutenant or his/her designee.
4. The remaining provisions of the agreement between the County of San Mateo and the Service League shall remain in full force and effect.