

**AMENDMENT 02 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ONE WORKPLACE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 12th day of September 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and One Workplace, 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 with One Workplace in the amount of \$97,500 for on-call space planning, furniture layouts and design, and project management services for furniture, fixtures, and equipment on August 11, 2020; and

WHEREAS, the parties amended the Agreement to increase Section 3 Payments by \$100,000 for a new not to exceed amount of \$197,500 on June 15, 2022; and

WHEREAS, the parties agreed to increase the hourly rates for Project Management and Design fees according to the original agreement dated August 11, 2020, on June 15, 2022; and

WHEREAS, the parties wish to amend the Agreement to increase Section 3 Payments by \$400,000 for a new not to exceed amount of \$597,500.

WHEREAS, the parties wish to amend the Agreement to extend Section 4 Term through August 9, 2024, and

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

1. Section 4 "Payments" of the agreement is amended 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 A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 **FIVE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$597,500.00)**. 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 "Term" of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 9, 2023, through August 9, 2024.

3. All other terms and conditions of the agreement dated August 10, 2020, 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: ONE WORKPLACE

DocuSigned by:
Sarah Laffoday
7EC95D3001BE48E...
Contractor Signature

Aug-18-2023 | 18:09 PDT
Date

Sarah Laffoday
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board