

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SARAH ROSENDAHL**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 4th day of September, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sarah Rosendahl, 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 for overseeing and managing public workshops for the Home for All Initiative services on October 5, 2017 for the term of October 1, 2017 to May 31, 2018 in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000); and

WHEREAS, on April 20, 2018, the parties amended the Agreement for additional facilitation services increasing the amount by TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for a new not to exceed amount of SEVENTY-FIVE THOUSAND (\$75,000) and extending the end date to June 30, 2018; and

WHEREAS, the parties wish to further amend the Agreement for the purposes of managing and overseeing three additional public Community Convening's in 2019 and to increase the Agreement amount by SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for a new not to exceed amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) and extend the Agreement's term to June 15, 2019.

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

1. "Section 1 – Exhibits and Attachments" of the Agreement is amended and restated in its entirety to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by reference:

Exhibit A (rev. 9-4-2018) – Services
Exhibit B (rev. 9-4-2018) – Payments and Rates

2. "Section 2 – Services to be performed by Contractor" of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 9-4-2018), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 9-4-2018).

3. "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 A (rev. 9-4-2018), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B

(rev. 9-4-2018). 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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). 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

4. 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 October 1, 2017, through June 15, 2019.

5. Original Exhibit A is replaced with Exhibit A (rev. 9-4-2018) attached hereto.
6. Original Exhibit B is replaced with Exhibit A (rev. 9-4-2018) attached hereto.
7. All other terms and conditions of the Agreement dated October 5, 2017, as amended on April 20, 2018, between the County and Contractor shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

For Contractor: Sarah Rosendahl

Contractor Signature

Date

Sarah Rosendahl
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (rev. 9-4-2018)

In consideration of the payments set forth in Exhibit B (rev. 9-4-2018), Contractor shall provide the following services:

Contractor will both oversee and manage all aspects of three public workshops in 2018 and three public workshops in 2019 (also referenced as "Community Convenings" or the "Convenings") sponsored by the San Mateo County Home for All (H4A) initiative. For the three public workshops in 2018, the workshop topics are second units, housing and mobility, and creative land use. The Convenings topics in 2019 will be determined in September 2018. To ensure that the Convenings are well integrated with other Home for All activities, Contractor will attend Home of All Steering Council and Learning Network meetings and participate in the Home for All Coordinating committee meetings. Specific tasks included in oversight and management of the workshops include but are not limited to the following:

Workshop Preparation

- Meet with the Home for All Coordinating Committee to be updated on all the recent Home for All activities, the status of current work
- Participate in development of the topics for the three 2019 Convenings
- Confirm selected dates, times and requirements with selected vendors including Belmont Park and Recreation for the Belmont Sports Center Conference Room and Biancchini's for breakfast and coffee.
- Meet with the identified subject matter experts (SME) for each work shop topic to discuss Convening goals, information to be shared, desired outcomes, potential presenters and possible formats.
- Develop target audience and goals and draft agendas for each of the three workshops for presentation to H4A team
- Develop a work shop evaluation form for each of the three Convenings.
- Work with SMEs to select speakers, determine meeting format, review materials and finalize other aspects of the Convening's
- Work with presenters to ensure focused and effected content and presentation
- In coordination with H4A team and SMEs, review 2018 attendance and develop outreach plan to those who were a priority but did not participate.
- Oversee invitation distribution, reminders and tracking of attendees
- Ensure that all meeting materials are prepared and ready for the Convenings
- Recruit and ensure that table facilitators receive training prior to the Convenings
- Work with H4A staff to ensure all support materials (name tags, table numbers, handouts, etc.) and staff assignments for the day of the Convening's are in place and ready
- Oversee room set up as needed
- Confirm catering

Day of Work Shop Management

- Oversee all support staff on the day of the event and welcome all speakers
- Oversee room clean-up
- Participate in post Convening de-brief directly after meeting

Work Shop Evaluation and Follow-up

- Work with H4A staff to summarize all work shop evaluations
- Present evaluation summaries to H4A team including recommendations for future work hops based on feedback
- Work with the H4A team to upload all the work shop documents onto the Home for All website

Work Shop Handbook

Based on the processes and procedures developed for the 2018 workshops, prepare a workshop planning handbook that incorporates best practices and lessons learned from the three H4A workshops held in 2018.

Exhibit B (rev. 9-4-2018)

In consideration of the services provided by Contractor described in Exhibit A (rev. 9-4-2018) and subject to the terms of the Agreement and all amendments thereto, County shall pay Contractor based on the following fee schedule and terms:

The County shall pay the Contractor upon receipt of invoices for the actual costs incurred and contingent upon the delivery of assigned work products as detailed in Exhibit A (rev. 9-4-2018).

In no event shall the amount of this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the term of the agreement.

Payment will be made within twenty (20) working days after approval of the invoice by the Deputy County Manager, or their designee.

The County may withhold all or part of the Contractor's total payment if the Deputy County Manager or their designee determines that the Contractor has not satisfactorily performed services.