

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this twentieth day of April, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Legal Aid Society of San Mateo County, 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 on September 1, 2019 pursuant to which the Contractor agreed to provide removal defense immigration legal services for the term of September 1, 2019 through June 30, 2020 and for an amount not to exceed \$662,783; and

WHEREAS, the parties amended the Agreement to extend the term through June, 2021 and to increase the not-to-exceed amount by \$795,340 for a not to exceed amount of \$1,458,123.

WHEREAS, the parties wish to again amend the Agreement to further extend its term through June 30, 2022 and to increase the maximum amount authorized to be expended under the Agreement by \$795,340, to an amount not to exceed \$2,253,463.

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

1. Section 1. Exhibits and Attachments 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 this reference:

Exhibit A—Services
Exhibit B3—Payments and Rates
Exhibit C-Monitoring
Attachment I—§ 504 Compliance

2. Section 3. Payments 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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. 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 MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS (\$2,253,463). 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.

3. 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 September 1, 2019, through June 30, 2022.

4. Exhibit B2 to the Agreement is replaced in its entirety with Exhibit B3 attached hereto.
- 5.. **All other terms and conditions of the agreement dated September 1, 2019, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

3/23/2021
Date

M. Stacey Hawver
Contractor Name (please print)

For County:

Purchasing Agent Signature
County of San Mateo

Date

Purchasing Agent Name
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title

County of San Mateo

Exhibit B3

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- The County shall pay Contractor a fixed quarterly rate of one hundred ninety eight thousand eight hundred thirty five dollars (\$198,835.00). In addition, payments to Contractor for the portion of the Project Budget (as set forth below in this Exhibit B) corresponding to FTE attorneys and non-attorneys shall be proportionately reduced in any quarter in which the Contractor does not employ staff at the staffing levels set forth in Exhibit A and in the Project Budget. Payment shall be upon receipt and approval of invoices, contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.
- Quarterly reports and Invoices shall be sent (no later than the 10th day of the month following the end of the quarter) to the attention of:

San Mateo County
County Manager's Office of Community Affairs
400 County Center, 1st Floor
Redwood City, CA 94063
Attention: Emma Gonzalez, Community Affairs Manager

Or via email
elgonzalez@smcgov.org

- Failure to submit required reports may result in delay in processing of invoices for reimbursement.

Project Budget:

- 4 FTE attorneys x \$118,000/year = \$472,000
- 2 FTE non-attorneys x \$65,000/year = \$130,000
- Rapid Response Network coordination = \$76,500
- Technical assistance and legal training @ 10% of program = \$68,000
- Fiscal lead @ 7.2% of program = \$48,840
- **Total: \$795,340**

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of TWO MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS (\$2,253,463).