

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND AIDS Community Research Consortium

THIS AMENDMENT TO THE AGREEMENT, entered into this October 21, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AIDS Community Research Consortium, hereinafter called "Contractor";

WITNESSETH:

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 providing an innovative program for distribution of food, such as grocery bags, food vouchers, etc., to San Mateo County residents who are affected by HIV/AIDS and meet required income guidelines; and

WHEREAS, the parties wish to amend the Agreement to extend the term and increase the do not exceed amount.

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

1. Section 3. 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 two million five hundred thousand dollars (\$2,500,000). 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. 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 March 1, 2023, through February 28, 2028.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. October 1, 2025).

4. All other terms and conditions of the agreement dated February 28, 2023, between the County and Contractor shall remain in full force and effect.

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Revised Exhibit B (rev. October 1, 2025)

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 estimated annual amount of funds to provide this service is \$450,000. Funds for this solicitation may be renewable annually for the term of this agreement, depending on availability of funds, successful performance of contract obligations and compliance with data and reporting requirements. The amount of funding may change depending on the allocation of federal funds.

In no event shall County's total fiscal obligation under this Agreement exceed two million five hundred thousand dollars (\$2,500,000)

Method of Payment and Invoicing:

1) Contractor shall submit monthly invoices no later than the 10th day following the end of the invoiced month. All work completed in June must be submitted by July 1st of each corresponding year. Invoices shall have the detail of the services provided.

2) All invoices shall include the following language and a signature:

Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Signature: _____, Date: _____

Title: _____, Agency: _____

3) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.

4) All invoices will have net 15 terms applied.

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

For Contractor: AIDS Community Research Consortium

Gregory W. Edwards
Contractor Signature

September 25,
2025 _____
Date

Gregory W
Edwards _____
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