

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF  
SAN MATEO AND ONE EAST PALO ALTO**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and One East Palo Alto, 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 on November 16, 2021, for multi-cultural wellness center services, outreach and engagement services, mental health first aid, crisis response, parent project classes, and activities related to the East Palo Alto Homeless Drop-In Center, for the term of July 1, 2021 through June 30, 2022; and vaccine outreach for the term of July 1, 2021 through August 31, 2021, for a maximum obligation of \$580,284; and

WHEREAS, on July 22, 2022, the Chief of San Mateo County Health approved a first amendment to increase the maximum amount by \$622,300 for a total amount not to exceed \$1,202,584 and extend the term through June 30, 2023; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$450,969 for a total amount not to exceed \$1,653,553 and extend the term of the Agreement by nine months through March 31, 2024.

**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 herein and in Exhibit A2, 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 the County's total fiscal obligation under this Agreement exceed ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS (\$1,653,553). 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 July 1, 2021 through March 31, 2024.

3. All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

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 EAST PALO ALTO

      4/14/23      Kava Tulua  
Contractor Signature      Date      Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board