

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

THIS AMENDMENT TO THE AGREEMENT, entered into this Thirtieth day of June, 2020, 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 pursuant to which the Contractor agreed to provide affirmative immigration legal services for the term of July 1, 2019 through June 30, 2020, for an amount not to exceed \$287,040; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2021, and to increase the not-to-exceed amount by \$287,040 for a total not-to-exceed amount of \$574,080.

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 B2—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 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 SEVENTY FOUR THOUSAND AND EIGHTY DOLLARS (\$574,080,00). 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.

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 July 1, 2019, through June 30, 2021.

4. Exhibit B to the Agreement is replaced in its entirety with Exhibit B2 attached hereto.
5. **All other terms and conditions of the agreement dated July 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

6/25/20
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 B2

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 rate of seventy one thousand seven hundred and sixty dollars (\$71,760) per fiscal quarter within 30 business days upon receipt and approval of invoices, contingent on quarterly reporting in a form reasonably satisfactory to the County made by Contractor to the County Manager.
- Quarterly Reports and Invoices shall be sent 15 days after the end of each quarter to the attention of:

Office of Community Affairs
Immigrant Services
400 County Center, 1st Floor,
Redwood City, CA 94063
Or via email

jhartenstein@smcgov.org

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of FIVE HUNDRED SEVENTY FOUR THOUSAND AND EIGHTY DOLLARS (\$574,080,00).