

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves, 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 the purpose of administering the Overflow Shelter Program (OSP) for Families and Inclement Weather services on June 30, 2020 in a total obligation amount not to exceed \$3,505,650 for the term of July 1, 2020 through June 30, 2023; and

WHEREAS, on May 23, 2023 the parties amended the Agreement to add \$3,635,875 in funds for a revised total obligation amount not to exceed \$7,141,525 and extend the term through June 30, 2025; and

WHEREAS, the parties now wish to amend the Agreement to add \$602,177 in funds for a revised total obligation amount not to exceed \$7,743,702 and update certain tables and contact information.

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 **SEVEN MILLION SEVEN HUNDRED FORTY-THREE THOUSAND, SEVEN HUNDRED AND TWO DOLLARS** (\$7,743,702). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by 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. Exhibit B, **Program Budgets** matrix is amended to read as follows:

Program	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
OSP for Families	\$1,114,470	\$1,114,470	\$1,614,470	1,711,109	\$1,114,470	\$6,072,350
Inclement Weather	\$54,080	\$54,080	\$852,855	59,618	\$54,080	\$1,069,175
TOTAL	\$1,168,550	\$1,168,550	\$2,467,325	\$1,770,727	\$1,168,550	\$7,743,702

3. Exhibit B, paragraph 1 subpoint 3 is amended to read as follows:

3. Submit invoices to Jennifer Valencia, jvalencial@smcgov.org, 650-802-7925 or the designated HSA contact.

4. Exhibit C, subpoint 3 is amended to read as follows:

6. All reports will be submitted to Jennifer Valencia at jvalencial@smcgov.org, or the designated HSA contact.

5. **All other terms and conditions of the Agreement dated June 30, 2020 and amended on May 23, 2023 between the County and Contractor shall remain in full force and effect.**

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

For Contractor: LifeMoves

DocuSigned by:  E6B25F2DF4704FF...	1/25/2024 5:26 PM PST	Aubrey Merriman
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board