

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Samaritan House, 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 Core Agency and Lifeline Transportation services on June 28, 2022; and

WHEREAS, the parties wish to amend the Agreement to reduce \$176,480 in funds and amend certain language in Exhibit B.

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 Exhibits A, A1, C, and D. County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. 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 THIRTY-SIX THOUSAND, SIX HUNDRED AND NINETY-NINE DOLLARS (\$536,699)**. 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. All instances of AMorales1@smcgov.org are replaced with cratana@smcgov.org
3. **Exhibit B, 4. Invoice and Report Due Dates** matrix is amended as follows:

Reporting Period		Amount	Due Dates for Invoices
Q1	July	• FY22-23: \$43,482	• October 20, 2022
	August	• FY23-24: \$45,221	• October 20, 2023
	September	• FY24-25: \$45,221	• October 20, 2024
Q2	October	• FY22-23: \$43,482	• January 20, 2023
	November	• FY23-24: \$45,221	• January 20, 2024
	December	• FY24-25: \$45,221	• January 20, 2025
Q3	January	• FY22-23: \$43,482	• April 20, 2023
	February	• FY23-24: \$45,221	• April 20, 2024
	March	• FY24-25: \$45,221	• April 20, 2025
Q4	April	• FY22-23: \$43,482	• June 20, 2023
	May	• FY23-24: \$45,222	• June 20, 2024
	June	• FY24-25: \$45,222	• June 20, 2025 (due early due to County Fiscal Year End Close)
Totals:		<ul style="list-style-type: none"> • Year 1 (FY22-23): \$173,928 • Year 2 (FY23-24): \$180,885 • Year 3 (FY24-25): \$180,885 Total: \$535,699	

4. Exhibit B1 of the agreement has the following clause added:
 4. The LTP grant has an end date of 12/31/2022.
5. **All other terms and conditions of the agreement dated June 28, 2022, 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: Samaritan House

DocuSigned by:
Bart Charlow
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11/21/2022 | 2:04 PM PST Bart Charlow

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