SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PACIFIC RESOURCE CENTER

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of

_____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter

called "County," and Pacific Resource Center, hereinafter called "Contractor";

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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, on September 27, 2022, the parties entered into an Agreement for the purpose of providing Homeless Outreach Services in the Coastside region of San Mateo County in the amount of \$420,000 for the term of July 1, 2022, through June 30, 2024; and

WHEREAS, on January 23, 2024, the parties amended the Agreement to add \$488,267 in funds and amend certain language in the Exhibits; and

WHEREAS, the parties now wish to amend the Agreement to add \$364,133.50 in funds, for a new total obligation amount not to exceed \$1,272,400.50, and extend the term of the contract through December 31, 2024.

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

1. Section 3. <u>Payments</u> 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, C, D, E, and Attachments F, I and P, 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 **ONE MILLION, TWO HUNDRED AND SEVENTY-TWO THOUSAND, FOUR HUNDRED DOLLARS AND FIFTY CENTS (\$1,272,400.50)**. 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. <u>Term</u> 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 01, 2022, through December 31, 2024.

- 3. Exhibit B, Section 1 of the Agreement is amended is follows:
 - 1. Contractor will invoice County on a quarterly basis for services shown in Exhibit A based on an annual allocation amount of \$180,000 for FY22-23, \$728,267 for FY23-24, and \$364,133.50 from July 1, 2024 to December 31, 2024. Invoices for Q1, Q2 and Q3 are due by the 20th of the month following the end of the previous quarter. Due to the County's year end close, the invoice for services rendered in the 4th quarter are due by June 20th with reporting due on July 20th. Invoices must be accompanied by a line-item accounting for quarterly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. In addition, invoices will be accompanied by any reports due as shown in Exhibit C. Invoices, backup documentation and any required reports will be submitted electronically to Marika Buchholz or designee at mbuchholz@smcgov.org. Invoices shall be itemized and include at a minimum:
 - a. Vendor address
 - b. HSA administrative address: 500 County Center, Redwood City, CA 94063
 - c. Remit payment address
 - d. Agreement number
 - e. Date(s) of service
 - f. Cost of service(s)
 - g. "See attached" if/when back up documentation or reports are provided in addition to the invoice.
 - 2. Provide a line-item budget (utilizing the template provided by HSA) for each program year and provide an updated line-item budget to HSA whenever a budget change occurs.
 - 3. County will pay Contractor upon receipt and approval of invoices including backup documentation and required reports.
 - 4. County will have the option to adjust costs, including annual allocation amounts and across each year, or each service, to meet service goals as approved by HSA in writing as long as it does not exceed the total obligation amount nor is restricted by any grant or funding requirements.
 - 5. Annual Allocation Amounts/Budget

FY 2022-23 Allocation Amount (7/01/22 –06/30/23)	FY 2023-24 Allocation Amount (07/01/23 – 06/30/24)	Allocation Amount (07/01/24-12/31/24
\$180,000	\$728,267	\$364,133.50

Measure	FY 2022-23 (12 months)	FY 2023-24 (12 months)	7/1/24-12/31/24 (6 months)
Number of unduplicated clients who move into permanent housing	15	63	31
Number of unduplicated clients who move into shelter	19	75	37
Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services)	56	225	112
Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment	49	200	100
Number of individuals who receive outreach and engagement services each Fiscal Year	75	313	156
Percentage of rapid response inquiries responded to within 24 hours of the inquiry being made	90%	90%	90%
Number of unduplicated individuals who receive case management services	38	150	75

4. Exhibit C, Section A matrix is amended to read as follows:

5. All other terms and conditions of the agreement dated September 27, 2022, as amended January 23, 2024, 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:

Date

For Contractor: PACIFICA RESOURCE CENTER

DocuSigned by

4/26/2024 | 8:59 AM PDT Anita Rees

AIII

Contractor Signature

Contractor Name (please print)

COUNTY OF SAN MATEO

By: President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: Clerk of Said Board