

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN LIVE IN PEACE AND THE COUNTY OF SAN MATEO**

THIS FOURTH AMENDMENT to the Agreement between the COUNTY OF SAN MATEO ("County") and LIVE IN PEACE ("Live In Peace" or "Contractor") dated September 20, 2016, is entered into this 20 day of June, 2019, by and between the County and Live In Peace (together referenced herein as the "Parties");

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; and

WHEREAS, on September 20, 2016, as authorized by Resolution No. 074799, the parties entered into an Agreement for the provision of educational supportive services and case management to youth who are on probation, truant, and at-risk of being truant in East Palo Alto and East Menlo Park, for the term of October 1, 2016, through December 31, 2017, for a maximum aggregate amount of \$1,300,000; and

WHEREAS, the above-referenced Agreement amount included not only the initial Byrne Memorial Justice Grant ("Byrne JAG") funding of \$885,000 for year one, but also \$304,009 (out of \$832,817) in year two Byrne JAG monies and \$110,991 in Measure A (now Measure K) funding;

WHEREAS, due to an administrative error, the documents attached to the Agreement as Exhibit A, Exhibit B, and Exhibit C were prior versions of said documents; and

WHEREAS, Resolution No. 074799 authorized the Assistant County Manager, or his designee, to execute amendments to the Agreement to the extent that such amendments do not increase the aggregate payment amount of the Agreement by more than \$25,000; and

WHEREAS, the Parties thereafter amended the Agreement on March 22, 2017, in order to attach the correct versions of said exhibits (the "First Amendment"), and

WHEREAS, in 2017, the County committed an additional \$350,000 per year in Measure K funds for FYs 2017-18, 2018-19 and 2019-20, for a total of \$1,400,000 in Measure K funds for the five year period from FY 2015-16 to FY 2019-20; and

WHEREAS, following a review of the services invoiced by Contractor through December 31, 2017, and a review of the available funds that had been previously budgeted for the contracted services, the Parties further amended the Agreement on April 20, 2018, in order to extend the term through June 30, 2018 (the "Second Amendment") but did not adjust the agreement's maximum payment amount to include the aforementioned monies, and

WHEREAS, on March 25, 2019, the parties entered into the Third Amendment of the Agreement in order to extend the term of the agreement to December 31, 2019, and to increase the agreement's maximum payment amount to \$2,100,000, which amount included the first two years of Byrne JAG funding totaling \$1,717,817, as well as the first two years of Measure K funding totaling \$350,000 but did not include the \$830,474 in Byrne JAG funding received for year three or the additional \$1,050,000 in Measure K funding for FYs 2017-18 through 2019-20;

WHEREAS, the parties desire to further amend the Agreement in order to increase the Agreement's maximum amount by \$1,900,000 to fully account for all Byrne JAG and Measure K revenues appropriated for this program, and to extend the date of the agreement through June 30, 2020,

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

1. Section 3 of the Agreement 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, Exhibit B, and Exhibit C, 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 FOUR MILLION dollars (\$4,000,000). 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 of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2016, through June 30, 2020.

3. All other terms and conditions of the Agreement dated September 20, 2016, as amended on March 22, 2017, April 20, 2018, and March 25, 2019, between the County and Contractor shall remain in full force and effect.
4. This Fourth Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of the Agreement, the First Amendment, the Second Amendment, Third Amendment, or this Fourth Amendment shall not be effective unless set forth in a writing and executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Michael Callagy, County Manager

Date: _____

LIVE IN PEACE

By: MS Hogwood
Title: Executive

Date: 6.20.19