FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

THIS AMENDMENT TO THE AGREEMENT ("First Amendment"), entered into this

date _____, by and between the COUNTY OF SAN MATEO, hereinafter called

"County," and StarVista, 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 August 6, 2021 the parties entered into an agreement (the "Agreement") for the term of July 1, 2021 through June 30, 2022, for a total obligation amount of \$182,250 to provide rapid rehousing services to transition-aged youth; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year for a new term of July 1, 2021 through June 30, 2023, and increase the obligation amount by \$212,250 for a new total obligation amount not to exceed \$394,500 to continue provide rapid rehousing services to transition aged youth.

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

1. Paragraph 3. <u>Payments</u> is hereby amended to read:

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 **THREE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS** (\$394,500). 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. Paragraph 4. <u>Term</u> is hereby amended to read:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2021, through June 30, 2023.

3. Exhibit B – Payments and Rates, paragraph A, item 1 is hereby amended to include the following:

Contractor will submit invoices based on the allocation amounts shown below.

- 4. Exhibit B Payments and Rates, paragraph A, item 3 is hereby amended to remove the line-item budget due date of July 1, 2021.
- 5. Exhibit B Payments and Rates is hereby amended to include the following:
 - 5. Annual Allocation Amount

Fiscal Year	Allocation Amount
FY 2021 - 22	\$212,250
FY 2022 - 23	\$182,250

- **6.** Exhibit C Performance Measures, paragraphs A through C apply to each fiscal year of the Agreement.
- 7. All other terms and conditions of the agreement dated August 6, 2021, 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: StarVista

Sara Mitchell, ph.D. DAFBCADE7812431	6/1/2022 3:09 pm pdt	Sara Mitchell, Ph.D.
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: Clerk of Said Board

Amendment Template Version May 2021