

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SAN MATEO**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of San Mateo, 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, on November 1, 2016, the parties entered into an Agreement for juvenile diversion case management services for the term July 1, 2015 through June 30, 2017, in an amount not to exceed \$150,000; and

WHEREAS, on September 12, 2017, the parties entered into an amendment to the Agreement to increase the maximum agreement amount by \$95,000 to a new amount not to exceed amount of \$245,000 and extend the term through June 30, 2018; and

WHEREAS, on January 29, 2019, the parties entered into a second amendment to the Agreement, increasing the amount by \$85,263 to a new amount not to exceed \$330,263 and extend the term through June 30, 2019; and

WHEREAS, on March 24, 2020, the parties entered into a third amendment to the Agreement, increasing the amount by \$287,868 to a new amount not to exceed \$618,131 and extend the term through June 30, 2022; and

WHEREAS, the parties wish to amend the Agreement a fourth time in order to increase the amount by \$100,000 to a new amount not to exceed \$718,131 and extend the term through June 30, 2023.

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

1. Section 3 of the agreement is amended to read as follows:

Payments: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in his Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B3 (rev. May 26, 2022). County reserves the right to withhold payment if the

County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED EIGHTEEN THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS (\$718,131). In the event that the County makes 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.

2. Section 4 of the agreement is amended to read as follows:

Term: Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2023.

3. "Revised Exhibit B2 (rev. February 11, 2020)" is replaced with "Revised Exhibit B3 (rev. May 26, 2022)" attached hereto.
4. All other terms and conditions of the agreement dated November 1, 2016, between the County and Contractor, as amended on September 12, 2017, January 29, 2019, and March 24, 2020 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: CITY OF SAN MATEO

	<u>8/4/22</u>	<u>ED BARBERINI</u>
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

Exhibit B3 (rev. May 26, 2022)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

Contractor shall submit an invoice to the County for approval prior to receiving payment which shall be sufficiently detailed to substantiate the basis for reimbursement. County will remit payment within forty-five (45) days of receipt of an approved invoice. County will reimburse Contractor for an amount up to \$100,000 for FY 2022-23 for the cost of the YMCA case management services for the Juvenile Diversion Program and the Prevention Services Program as included in the Memorandum of Understanding between the San Mateo Police Department and the YMCA.

In no event shall the County's total fiscal obligation under this Agreement exceed \$718,131.