AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COASTSIDE HOPE

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

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

called "County," and Coastside Hope, 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, 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 add \$411,037 in funds and amend certain language in Exhibit B.

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

1. <u>Section 3. 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, 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 **ONE MILLION**, **FIFTEEN THOUSAND AND TWENTY-FIVE DOLLARS (\$1,015,025).** 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 <u>AMorales1@smcgov.org</u> are replaced with <u>cratana@smcgov.org</u>
- 3. <u>Exhibit B, 4. Invoice and Report Due Dates</u> matrix is amended as follows:

Reporting Period		Amount	Due Dates for Invoices
Q1	July	• FY22-23: \$82,307	• October 20, 2022
	August	• FY23-24: \$85,599	• October 20, 2023
	September	• FY24-25: \$85,599	• October 20, 2024
Q2	October	• FY22-23: \$82,307	• January 20, 2023
	November	• FY23-24: \$85,599	• January 20, 2024
	December	• FY24-25: \$85,599	• January 20, 2025
Q3	January	• FY22-23: \$82,307	• April 20, 2023
	February	• FY23-24: \$85,600	• April 20, 2024
	March	• FY24-25: \$85,600	• April 20, 2025
Q4	April		• June 20, 2023
	May	• FY22-23: \$82,308	• June 20, 2024
		• FY23-24: \$85,600	• June 20, 2025
	June	• FY24-25: \$85,600	(due early due to County Fiscal Year End Close)
Totals:		• Year 1 (FY22-23): \$329,229	
		• Year 2 (FY23-24): \$342,398	
		• Year 3 (FY24-25): \$342,398	
		Total: \$1,014,025	

- **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: Coastside Hope

DocuSigned by: Judith Guerrero A0D8CBC3B8C34AA

11/17/2022 | 1:54 PM PST Judith Guerrero

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