AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

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

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

called "County," and Daly City Peninsula Partnership Collaborative, 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 \$1,174,092 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 **TWO MILLION**, **ONE HUNDRED FIFTY-FOUR THOUSAND**, **ONE HUNDRED AND SEVENTY-SEVEN DOLLARS (\$2,154,177).** 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 August September	 FY22-23: \$174,608 FY23-24: \$181,592 FY24-25: \$181,592 	 October 20, 2022 October 20, 2023 October 20, 2024
Q2	October November December	 FY22-23: \$174,608 FY23-24: \$181,593 FY24-25: \$181,593 	 January 20, 2023 January 20, 2024 January 20, 2025
Q3	January February March	 FY22-23: \$174,609 FY23-24: \$181,593 FY24-25: \$181,593 	 April 20, 2023 April 20, 2024 April 20, 2025
Q4	April May June	 FY22-23: \$174,609 FY23-24: \$181,593 FY24-25: \$181,593 	 June 20, 2023 June 20, 2024 June 20, 2025 (due early due to County Fiscal Year End Close)
	Totals:	 Year 1 (FY22-23): \$698,434 Year 2 (FY23-24): \$726,371 Year 3 (FY24-25): \$726,371 Total: \$2,151,177 	

- 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: Daly City Peninsula Partnership Collaborative

DocuSigned by:			
Mike Stancil	11/17/2022 12:26	PM PST	Mike Stancil
Contractor Signature	Date	Contracto	or Name (please print)

COUNTY OF SAN MATEO

By: President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: Clerk of Said Board