## AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter

called "County," and LifeMoves, hereinafter called "Contractor";

## $\underline{W I T N E S S E T H}$ :

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, the parties entered into an Agreement for the purpose of administering the Overflow Shelter Program (OSP) for Families and Inclement Weather services on June 30, 2020 in the not to exceed amount of \$3,505,650 for the term of July 1, 2020 through June 30, 2023; and

WHEREAS, the parties wish to amend the Agreement to add \$3,635,875 in funds for a revised total amount not to exceed \$7,141,525 and extend the term through June 30, 2025.

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

1. Section <u>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 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 **SEVEN MILLION ONE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED AND TWENTY-FIVE DOLLARS** (\$7,141,525). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by 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 <u>4. Term</u> of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020 through June 30, 2025.

| Program              | FY 20-21    | FY 21-22    | FY 22-23    | FY 23-24    | FY 24-25    | Total       |
|----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| OSP for<br>Families  | \$1,114,470 | \$1,114,470 | \$1,614,470 | \$1,114,470 | \$1,114,470 | \$6,072,350 |
| Inclement<br>Weather | \$54,080    | \$54,080    | \$852,855   | \$54,080    | \$54,080    | \$1,069,175 |
| TOTAL                | \$1,168,550 | \$1,168,550 | \$2,467,325 | \$1,168,550 | \$1,168,550 | \$7,141,525 |

**3.** Exhibit B, Program Budgets matrix is amended to read as follows:

4. Exhibit C – Performance Measures matrix is amended to read as follows:

| Measure  | FY20-21<br>Target | FY 21-22<br>Target | FY 22-23<br>Target | FY 23-24<br>Target | FY 24-25<br>Target |
|--|-------------------|--------------------|--------------------|--------------------|--------------------|
| For Overflow Shelter<br>Programs for<br>Families, percent of<br>families who exit the<br>program into shelter<br>(emergency shelter or<br>transitional<br>shelter/transitional<br>housing) | 88%               | 88%                | 88%                | 88%                | 88%                |
| For Overflow Shelter<br>Programs for<br>Families, percent of<br>families who exit the<br>program into<br>permanent housing   | 8%                | 9%                 | 10%                | 10%                | 10%                |
| Maintain a minimum<br>number of<br>hotels/motels<br>participating in the<br>program in order to<br>maintain competitive<br>rates and availability  | 9                 | 9                  | 9                  | 9                  | 9                  |

5. All other terms and conditions of the Agreement dated June 30, 2020 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: LifeMoves

DocuSigned by: Lubry Merriman E6825E2DE4704EE

4/17/2023 | 5:17 PM PDT

Aubrey Merriman

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