



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name	Amendment No:
A054633	Live in Peace	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount

Original Amount:	\$2,750,000		
Amendment 1 Amount:	\$1,491,504		
Amendment 2 Amount:			
Amendment 3 Amount:			
Current Amount:	Addition or Reduction:	New Total:	
	\$1,491,504	\$4,241,504	

Agreement Term

Original Start Date:	October 1, 2019	Original End Term:	September 20, 2022
Amendment 1 Start Date:	October 1, 2022	Amendment 1 End Date:	June 30, 2024
Amendment 2 Start Date:		Amendment 2 End Date:	
Amendment 3 Start Date:		Amendment 3 End Date:	

Paragraph Changes:

1. Exhibits and Attachments -Exhibit A-1

2. Services to be performed by Contractor
3. Payments – Exhibit B-1
4. Term

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LIVE IN PEACE**

THIS AMENDMENT TO THE AGREEMENT, entered into this ___15___ day of _____ May ____, 2023 ____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Live in Peace, 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, the parties entered into an Agreement for the purpose of providing educational supportive services and case management to youth who are at risk of not graduating high school on November 20, 2019; and

WHEREAS, the parties wish to amend the Agreement to retroactively extend the term of the agreement from October 1, 2019 through September 30, 2022 to October 1, 2022 through June 30, 2024 and add \$1,491,504 to the not to exceed amount for a new not to exceed amount of \$4,241,504.

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

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

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A-1—Services

Exhibit B-1—Payments and Rates

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

In consideration of the payments set forth in this Agreement and in Exhibit B-1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A-1.

3. Section 3 is 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-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. 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 the County's total fiscal obligation under this Agreement exceed FOUR MILLION TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FOUR DOLLARS (\$4,241,504), of which a maximum of TWO MILLION THREE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$2,358,315) shall be paid from Edward Byrne Justice Assistance Grant funds and a maximum of ONE MILLION EIGHT HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$1,883,189) shall be paid from County Measure K funds. 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.

4. Section 4 is 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 October 1, 2019, through June 30, 2024.

5. Original Exhibit A is replaced with Revised Exhibit A-1, (rev. [April 25, 2023]).

See Attached Exhibit A-1

6. Original Exhibit B is replaced with Revised Exhibit B-1, (rev. [April 25, 2023]).

See Attached Exhibit B-1

7. **All other terms and conditions of the agreement dated November 20, 2019, 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: Live in Peace



Contractor Signature

____5/14/2023____
Date

**Heather Starnes-Logwood, Executive Director
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