

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Samaritan House, 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 June 29, 2021, the parties entered into an Agreement for the purpose of providing Coordinated Entry System and Diversion Services to prevent individuals from exiting institutions into homelessness for the term of July 1, 2021 through June 30, 2024, for a total amount not to exceed \$2,721,457; and

WHEREAS, on June 16, 2022, the parties amended the Agreement to provide Diversion and CES services to individuals exiting facilities in San Mateo County with the term remaining July 1, 2021 to June 30, 2024, and the total amount remains \$2,721,457; and

WHEREAS, the parties wish to amend the Agreement to add \$93,392 in funds in order to provide a cost-of-living adjustment.

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

1. Section **3. Payments** 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 **TWO MILLION EIGHT HUNDRED FOURTEEN THOUSAND, EIGHT HUNDRED AND FORTY-NINE DOLLARS** (\$2,814,849). 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. All instances of Lody Saba, LSaba@smcgov.org are replaced with Lody Burdick,

lburdick@smcgov.org.

3. Exhibit B (rev. June 2022), Table 2. Budget is replaced as follows:

	FY 2021-22	FY 2022-23	FY 2023-24
Budget	\$ 875,761	\$ 922,848	\$ 922,848
Adjusted Budget	\$ 875,761	\$ 950,533	\$ 988,555

4. **All other terms and conditions of the Agreement dated June 29, 2021, and amended on June 16, 2022, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Samaritan House**

DocuSigned by:
Laura Bent
CAB21E0AA7EF422...

5/17/2023 | 4:57 PM PDT

Laura Bent

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