

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ABODE SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Abode Services, hereinafter called "Contractor" (collectively, County and Contractor may be referred to herein as "Parties" or individually as a "Party");

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; and

WHEREAS, on June 30, 2020, the Parties entered into an agreement for the purpose of providing Rapid Re-Housing and Housing Disability Advocacy Program services with a maximum fiscal obligation of \$4,070,914.08 during the term of July 1, 2020 through June 30, 2023 (the "Agreement"); and

WHEREAS, on June 14, 2022, the Parties amended the Agreement to increase funding by \$1,258,325.69 for a new maximum fiscal obligation of \$5,329,239.77 with the term remaining July 1, 2020, through June 30, 2023 (the "First Amendment"); and

WHEREAS, the Parties wish to amend the Agreement a second time to increase funding by \$2,243,172, for a revised maximum fiscal obligation of \$7,572,411.77, and to extend the term of the agreement through June 30, 2024 (the "Second Amendment"); and

WHEREAS, the Parties understand that a portion of the payments provided under this Agreement, as amended by the Second Amendment, are directed for Contractor to use in order to provide specified, limited financial assistance to clients or third parties in connection with the Rapid Re-Housing and Housing Disability Advocacy Program services ("Client Financial Assistance"); and

WHEREAS, the Parties understand that it serves their interests and facilitates delivery of the Client Financial Assistance to provide a mechanism to permit advance payments for such Client Financial Assistance, subject to the terms, conditions and limits set forth in the Second Amendment.

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

1. Section **3. Payments**, as amended by the First Amendment, is hereby amended and restated in its entirety 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 obligation under this Agreement exceed **SEVEN MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND, FOUR HUNDRED ELEVEN DOLLARS AND SEVENTY-SEVEN CENTS (\$7,572,411.77)**. 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 **2. Term** is hereby amended and restated in its entirety 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, 2024.

3. Exhibit B – Method and Rate of Payments, at Section **B. Program Budget Overview**, as amended by the First Amendment, is hereby amended and restated in its entirety to read as follows:

B.1. Budget Overview

Contract Budget			
Fiscal Year	Amount for General RRH program	Amount for HDAP	Total
2020-21	\$1,107,424.00	\$374,311.04	\$1,481,735.04
2021-22	\$1,294,589.52	\$609,744	\$1,904,333.52
2022-23	\$1,333,427.21	\$609,744	\$1,943,171.21
2023-24	\$1,633,428.00	\$609,744	\$2,243,172.00
Totals	\$5,368,868.73	\$2,203,503.04	\$7,572,411.77

Contractor may charge administrative costs at a maximum rate of 15% of actual expenses.

B.2. Budget Detail

FY23-24 Contract Budget Detail				
Budget Cost Category		Rapid Rehousing (General)	HDAP	Fiscal Year Total
Staffing		\$356,380.00	\$183,243.00	
Operating Expenses		\$62,400.00	\$46,970.00	
Administrative Expenses		\$213,055.00	\$79,531.00	
Client Financial Assistance Subtotal:		\$1,001,593.00	\$300,000.00	
	Client Rental Housing Subsidies	\$723,300.00	\$276,923.00	
	Security Deposits / No Vacancy Loss/ Landlord Promise Funds	\$230,833.52	\$22,077.00	
	Moving Expenses / Emergency Funds	\$47,459.48	\$1,000.00	
TOTAL		\$1,633,428.00	\$609,744.00	\$2,243,172.00

4. Exhibit B – Method and Rate of Payments at Section **D. Payments**, is hereby amended and restated in its entirety to read as follows:

1. **Payments**. Except as set forth in Section D(2) herein regarding Advance Payment, County will continue to pay Contractor monthly based on receipt and approval of separate invoices for RRH and HDAP. Payment terms and conditions are subject to receipt of reports as shown in Exhibit B and C, and the general payment terms set forth in Section A and Section D(3).
2. **Advance Payment**. Contractor may receive a portion of County’s payments for Client Financial Assistance only (*i.e.*, provision of rental housing subsidies, security deposits, moving expenses, emergency funds to clients or third parties, as set forth at Section B.2 herein) in advance (“Advance Payment”), as follows: For each of the first, second and third quarter of FY 23-24 (with the first quarter beginning July 1 through September 30), Contractor may submit a quarterly request, in writing to County, on Contractor’s letterhead, specifying an Advance Payment for Client Financial Assistance in an amount not to exceed \$325,000 per quarter, provided that (i) the Advance Payment must be in accordance with the rates and amounts for Client Financial Assistance set forth herein and is subject to the True-Up provision set forth herein at Section D(3); and (ii) Contractor must not be in breach of any term of this Agreement. Subject to these conditions, County shall remit the Advance Payment to Contractor within 30 days of County’s receipt and approval of the request. Contractor agrees to return any unexpended and unobligated Advance Payments to County within 30 days after the termination of the Agreement. County’s payments for Client Financial Assistance during the fourth quarter of FY 23-24 (*i.e.*, from April 1 through June 30) shall be governed by Section D(1) herein.
3. **Monthly Cost Reporting**. Contractor shall provide monthly cost reporting to the County on the 20th of each month with documentation substantiating its performance of services and any expenses incurred under the Agreement for the preceding month, including without limitation, invoices, receipts, payroll and

activity logs sufficient to substantiate the costs. Invoice documentation must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred, including, but not limited to, timesheets, copies of bills, and/or packing slips. Contractor shall include a written certification that the costs were actually incurred for the Agreement and that the supporting documentation is true, correct, and complete. Reporting and invoices shall be provided electronically to Khalia Parish at email: kparish@smcgov.org and shall also include:

- a. Vendor Address
- b. HSA Administrative Address – 1 Davis Dr., Belmont, CA 94002
- c. Remit Payment Address
- d. Agreement Number
- e. Date of Service(s)
- f. Cost of Service

4. **True-Up**. County shall review Contractor's supporting documentation and periodically reconcile (aka true up) the actual costs and services reported and substantiated with amounts paid (including any Advance Payments). To the extent that Contractor's reasonable and necessary, actual costs incurred exceed the amount of prior payments, the excess amounts may be applied or otherwise credited against future payments, provided, however, that future Advance Payments may not exceed the amounts set forth in Section D(2) herein; to the extent that Contractor's reasonable and necessary, actual costs incurred are less than the amount of the prior payments, the County may adjust the amount of later payments accordingly. Contractor agrees to cooperate with the County to reconcile expenditures against Advance Payments.

5. **No Third Party Beneficiary**. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5. **All other terms and conditions of the Agreement dated June 30, 2020, as amended June 14, 2022 by the First Amendment, 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: **Abode Services**

DocuSigned by:
Vivian Wan
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5/22/2023 | 4:56 PM PDT

vivian wan

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