

**THIRD 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 30, 2020, the parties entered into an Agreement for the purpose of providing Homeless Prevention and Emergency Financial Assistance program services for the term of July 1, 2020 through June 30, 2023 for a total obligation amount not to exceed \$1,353,000 ("Agreement"); and

WHEREAS, on May 3, 2022, the parties amended the Agreement to increase the total amount by \$542,933 for a new total amount not to exceed \$1,895,933 to increase Homeless Prevention and Emergency Financial Assistance program services; and

WHEREAS, on April 25, 2023, the parties amended the Agreement to increase the total amount by \$803,229 for a new total amount not to exceed \$2,699,162 and extended the contract one year through June 30, 2024.

WHEREAS, the parties now wish to amend the Agreement by increasing the total amount by \$1,019,171, including \$19,171 for the FY23-24 cost of living adjustment, and an additional \$1,000,000 for use for homelessness prevention, for a new total amount not to exceed \$3,718,333.

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 **THREE MILLION SEVEN HUNDRED**

EIGHTEEN THOUSAND, THREE HUNDRED AND THIRTY-THREE DOLLARS (\$3,718,333). 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. **Exhibit B – Payments and Rates,** Program Budget table is hereby amended to read:

Homeless Prevention Services and Emergency Financial Assistance	FY20-21 Program Budget (07/01/20 – 06/30/21)	FY21-22 Program Budget (07/01/21 – 06/30/22)	FY22-23 Program Budget (07/01/22 – 06/30/23)	FY23-24 Program Budget (07/01/23 – 06/30/24)
Expense				
Personnel Expense				
Personnel	\$ 24,196	\$ 24,196	\$ 25,406	\$ 25,700
Operating Expenses				
Supplies	\$ 1,604	\$ 1,604	\$ 1,604	
Client assistance	\$ 393,311	\$ 893,311	\$ 686,360	\$ 1,425,171
Equipment Lease	\$ 1,200	\$ 1,200	\$ 1,200	
Subtotal Operating Expenses	\$ 396,115	\$ 896,115	\$ 689,164	\$ 1,425,171
Admin Expense (cannot exceed 10% of the total budget)				
Accounting	\$ 28,000	\$ 28,000	\$ 52,700	\$ 33,000
Data Collection	\$ 15,500	\$ 15,500	\$ 20,500	\$ 13,000
Audit	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Subtotal Admin Expenses	\$ 45,000	\$ 45,000	\$ 74,700	\$ 47,500
Total Expenses	\$ 465,311	\$ 965,311	\$ 789,270	\$ 1,498,441

3. All other terms and conditions of the Agreement dated June 30, 2020 and amended on May 3, 2022 and April 25, 2023 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: **Samaritan House**

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