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

THIS THIRD AMENDMENT TO THE AGREEMENT, is entered into this 11 day of June, 20 24, 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, on June 13, 2023, the Parties amended the Agreement to increase funding by $2,243,172 for a new 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 wish to amend the Agreement to increase funding by $53,337, for a revised maximum fiscal obligation of $7,625,748.77 (the "Third Amendment") to provide a cost-of-living adjustment;

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

1. Section **3. Payments,** as amended by the Second Amendment, is hereby 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

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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 SIX HUNDRED TWENTY-FIVE THOUSAND, SEVEN HUNDRED FORTY-EIGHT DOLLARS AND SEVENTY-SEVEN CENTS ($7,625,748.77).** 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. Exhibit B – Method and Rate of Payments, at Section **B. Program Budget Overview**, as amended by the Second Amendment, is hereby amended 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	$1,686,765.00	$609,744	$2,296,509.00
Totals	**$5,422,205.73**	**$2,203,543.04**	**$7,625,748.77**

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

3. All other terms and conditions of the Agreement dated June 30, 2020 and amended on June 14, 2022 and June 13, 2023, between the County and Contractor, shall remain in full force and effect.

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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
07D79232BD81452...

Contractor Signature	Date	Contractor Name (please print)
	5/10/2024 | 12:59 PM PDT	Vivian Wan

COUNTY OF SAN MATEO

By: Resolution No.080430
President, Board of Supervisors, San Mateo County

Date: June 11, 2024

ATTEST:

By:

Clerk of Said Board