

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of July 2019, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and ABODE SERVICES, hereinafter called "Contractor" (collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, the Parties entered into an agreement for housing locator services (the "Agreement") on December 1, 2015 for a term through June 30, 2018, and for a total not-to-exceed amount of \$750,000; and

WHEREAS, on September 4, 2018, the parties entered into a First Amendment to the Agreement, whereby the term of the Agreement was extended to June 30, 2019, and the scope of services and budget were modified to increase focus on the housing locator efforts while maintaining a reasonable budget; and

WHEREAS, the parties now seek to enter into a Second Amendment to the Agreement, extending the term of the Agreement through June 30, 2020 and increasing the not-to-exceed amount of the Agreement by \$130,956, for a new total not-to-exceed amount of \$1,011,912.

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

1. Section 4 – Term and Termination – of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be extended through June 30, 2020.

This Agreement may be terminated by Contractor, the HACSM Executive Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the HACSM and shall be promptly delivered to HACSM. Upon termination, Contractor may make and retain a

copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the services completed to the services required by the Agreement.

All other terms and conditions of the Agreement dated December 1, 2015, between the Housing Authority of the County of San Mateo and Abode Services, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands.

HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

Executive Director

Date

ABODE SERVICES

Executive Director

Date