

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF REDWOOD CITY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of Redwood City, 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 December 20, 2016, the parties entered into an agreement (the Agreement) to provide Core Agency services to at-risk and homeless residents for the term of November 15, 2016 through June 30, 2019 for a total obligation of \$595,105; and

WHEREAS, on June 26, 2019, the parties amended the Agreement to extend existing services and term of the agreement through June 30, 2021 and added \$463,896 for a total obligation amount not to exceed \$1,059,001; and

WHEREAS, on December 3, 2020, the parties further amended the Agreement as to Core transportation services which are funded by the Lifeline Transportation Program (LTP), adding \$25,000 for a total obligation amount not to exceed \$1,084,001; and

WHEREAS, the parties now wish to amend the Agreement to extend the provision of transportation services funded by LTP through June 30, 2021 and add \$8,000 more for a new total obligation amount not to exceed \$1,092,001.

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

1. Paragraph **3. Payments** 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 (revised June 2020). 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 ONE MILLION NINETY-TWO THOUSAND ONE DOLLARS (\$1,092,001). 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 to the Agreement, **Payments and Rates Table B4** is hereby amended to read as follows:

Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Term	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30
Amount	\$57,987	\$57,987	\$57,987	\$57,987
Due Dates Invoices & Reports	October 20	January 20	April 20	June 20
Reports Due	<ul style="list-style-type: none"> ▶ Quarterly Reporting as described in Exhibit C ▶ County Grant Awards Report 	<ul style="list-style-type: none"> ▶ Quarterly Reporting as described in Exhibit C ▶ Customer/Client Satisfaction Report 	<ul style="list-style-type: none"> ▶ Quarterly Reporting as described in Exhibit C ▶ Annual Audited Financial Statement 	<ul style="list-style-type: none"> ▶ Quarterly & Annual Reporting as described in Exhibit C ▶ Customer/Client Satisfaction Report
			FY19-20 Total	\$231,948
			FY20-21 Total	\$231,948
			LTP Total (7/01/2019-6/30/2021)	\$33,000

3. **All other terms and conditions of the Agreement dated December 20, 2016, as amended on June 26, 2019 and December 3, 2020, between County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

City of Redwood City

Contractor Signature

Date

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo