

**THIRD AMENDMENT TO AGREEMENT****BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE**

THIS THIRD AMENDMENT TO THE AGREEMENT ("Third Amendment"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 27, 2017, the parties entered into an Agreement for the term of July 1, 2017 to June 30, 2020, and a total obligation amount not to exceed \$1,800,980 to provide operate and provide shelter services; and

WHEREAS, on January 29, 2019, the parties executed an amendment to the Agreement ("First Amendment") to increase the total obligation amount by \$187,250 for a new total obligation amount not to exceed \$1,988,230, with no change to the term, to cover the operational cost deficit resulting from a loss of Department of Housing and Urban Development Continuum of Care grant funding; and

WHEREAS, on June 30, 2020, the parties executed another amendment to the Agreement ("Second Amendment") to increase the total obligation amount by \$1,495,237, for a new total obligation amount not to exceed \$3,483,467, increase the term by two years for a new term of July 1, 2017 to June 30, 2022, and replace exhibits A, B and C to continue to operate a shelter and provide homeless services; and

WHEREAS, the parties now wish to further amend the Agreement to increase the total obligation amount by \$200,460 for a new total obligation amount not to exceed \$3,683,927 with the term remaining July 1, 2017 to June 30, 2022, to cover the cost to add up to an additional 15 shelter beds with shelter services.

**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 (rev. 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 2020). County reserved 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 SIX HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED TWENTY - SEVEN DOLLARS (\$3,683,927). 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 A (rev 2020) - Program/Project Description, paragraph C. Other Contractor Responsibilities is hereby amended to include the following:

13. Will add up to 15 additional shelter beds and will provide all services listed in this Exhibit A. The 15 shelter beds are in addition to the 90 beds and will be available for San Mateo County residents referred through the Coordinated Entry System (CES). The 15 beds are to be utilized as additional shelter bed capacity when the 80 existing CES beds are occupied. The exact number of beds at any given time will be determined by Contractor based on applicable health guidelines, such as social distancing. Contractor will purchase, install, maintain, and utilize supplies and items to provide shelter program services. County has designated \$33,589 in funding for start-up costs to add beds and provide shelter services. This includes furniture (bunk-beds, privacy panels, etc.), installation of furniture, office equipment for case managers and recruitment costs.

14. Modify or add related services upon request by County as agreed upon by both parties in writing as long as it does not exceed the total obligation amount.

3. Exhibit B (rev 2020) – Method and Rate of Payment, Yearly Allocation for Shelter Operations is hereby amended to include the 2021-22 additional bed funding of \$166,871.
4. Exhibit B (rev 2020) – Method and Rate of payment, Program Budget Overview is revised to include FY 2021-22, Additional Bed Startup Expense and Services in the amount of \$200,460 for a new total of \$3,683,927.
5. Exhibit B (rev 2020) – Method and Rate of Payment, Shelter Services Budget is hereby amended to include the following:

Additional (up to 15) Bed Expenses	FY 2021-22
<b>Personnel Expense</b>	
Case Manager 1FTE	\$56,160
Shelter Program Aid (Swing) 1 FTE w/Shift differential	\$43,680
Benefits and Taxes	\$26,957
<b>Subtotal Personnel Expense</b>	<b>\$126,797</b>
<b>Startup One Time Expense</b>	
Supplies and Furniture	\$26,850
Recruitment	\$6,739
<b>Subtotal Startup One Time Expense</b>	<b>\$33,589</b>
<b>Operating Expense</b>	
Supplies and Furniture	\$2,200
Phones/Communications	\$540
Maintenance/Housekeeping (laundry)	\$2,200
Training	\$700
Meal Service and Dining Supplies	\$15,330
Mileage	\$350
Other Fees (payroll fees)	\$425
Travel Meetings and Conferences	\$450
<b>Subtotal Operating Expenses</b>	<b>\$22,195</b>
<b>Administrative Expense</b>	
Administrative overhead 12%	\$17,879
<b>Subtotal Administrative Expense</b>	<b>\$17,879</b>

<b>Total Budgeted</b>	<b>\$200,460</b>
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6. Exhibit B (rev 2020) – Method and Rate of Payment. Shelter Services, **PAYMENTS AND INVOICES**, item 1. Shelter Services is hereby amended to include the following:
3. Contractor will submit a separate invoice for the additional beds added. Contractor will invoice County for actual costs incurred for the additional beds as shown in Exhibit A, paragraph C. Contractor will invoice County for costs incurred for the additional beds when the existing 80 CES beds are occupied. Other Contractor Responsibilities, item 13. Invoice and backup documentation are due on a quarterly basis as shown in the table below titled Due Date for Invoice.
7. Exhibit B (rev 2020) – Method and Rate of Payment. Shelter Services, **PAYMENTS AND INVOICES** is hereby amended to include the following:
- Additional Bed Start-up Expense**
1. Contractor will invoice County upon completion of startup services shown in Exhibit A, based on the budget shown in this Exhibit B. This invoice and backup documentation will be submitted separately.
8. All other terms and conditions of the Agreement dated June 27, 2017 as subsequently amended by the First Amendment and Second 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: SAMARITAN HOUSE

DocuSigned by:  <small>4BF1F1B2DDD34A0...</small>	8/19/2021   10:43 AM PDT	Bart Charlow
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