

**AMENDMENT TO THE 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, the parties entered into an Agreement for the purpose of providing Shelter Services to the residents of San Mateo County on July 1, 2007 through June 30, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$100,000 for the operations of both the Emergency Shelter Program and the Transitional Housing Program due to the increase in shelter operating expenses for FY 2007-08.

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

1. Original Exhibit B - is replaced with Revised Exhibit B1, (rev. [April 8, 2008]).
2. **All other terms and conditions of the Agreement dated June 5, 2007, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Samaritan House – Safe Harbor Shelter
1515 South Claremont Street
San Mateo, CA 94402

Kitty Lopez, Executive Director
Samaritan House (Safe Harbor Operations)

Date: _____

Exhibit B1
Method and Rate of Payment
Samaritan House
Safe Harbor Shelter - 2007-10

In full consideration of the services provided by the Contractor pursuant of this Agreement, County shall pay the Contractor for FY 2007-08, according to the payment schedule described below on a quarterly basis, not to exceed **\$545,394, which is included in the \$100,000 one time increase due to the First Amendment.**

1 st Quarter (July – September, 2007)	\$111,348.50
2 nd Quarter (October – December, 2007)	\$111,348.50
3 rd Quarter (January – March, 2008)	\$111,348.50
4 th Quarter (April – June, 2008)	\$211,348.50

The County shall pay the Contractor within thirty (30) working days following receipt and approval of invoice by the Director of the Human Services Agency or his designee at the rate of payment set forth in the above, pursuant to the criteria set forth in Exhibit A of this Agreement.

Payments will be based on availability of funds and approval of this Amendment. Funding for future years will be negotiated and in the form of an Amendment to the Agreement.

The County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

