

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STARVISTA**

THIS AMENDMENT TO THE AGREEMENT (the "amendment"), entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the COUNTY OF SAN MATEO, hereinafter called "County," and StarVista, 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 (the "agreement") for StarVista to operate the Daybreak Transitional Living Program for homeless youth, a year-round transitional living program specifically designed to meet the needs of homeless youth ages 16-21 in San Mateo County, for the term of July 1, 2016 through June 30, 2017 in an amount not to exceed \$215,000; and

WHEREAS, the parties wish to amend the agreement to add General Fund offset funding in the amount of \$25,000 for a new total obligation not to exceed \$240,000.

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

1. Section a. Exhibits and Attachments of the agreement is amended to read as follows:

The following exhibits and attachments are attached to this agreement and incorporated into this agreement by this reference:

Exhibit A—Services
Exhibit B (revised 9/6/16)—Payments and Rates
Exhibit C—Child Abuse Prevention and Reporting
Exhibit D—Clarity
Attachment A—Fingerprinting Certification Form
Attachment B—§ 504 Compliance

2. Section b. Services to be performed by Contractor of the agreement is amended to read as follows:

In consideration of the payments set forth in this agreement and in Exhibit B (revised 9/6/16), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this agreement and in Exhibit A.

3. **Section c. 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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised 9/6/16). 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 **TWO HUNDRED FORTY THOUSAND DOLLARS** (\$240,000). 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.

4. Exhibit B (revised 9/6/2016) replaces Exhibit B in its entirety and is attached hereto.
5. All other terms and conditions of the agreement dated June 21, 2016 between the County and Contractor and all subsequent amendments shall remain in full force and effect.
6. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of the Effective Date. Any understandings, promises, negotiations, or representations of the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the agreement shall not be effective unless set forth in writing and executed by both parties.

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

COUNTY OF SAN MATEO


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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA



Contractor's Signature

Sara Larios Mitchell
Contractor's Printed Name

Date: 8/11/14

Exhibit B (revised 9/6/16):
Method and Rate of Payment
StarVista Daybreak
FY 2016-17

In full consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following pay for performance fee schedule.

A. General Payment Terms:

- a. **Payment Rates:**
Payments across quarters may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total agreement obligation.

- b. **Right of County to Request Additional Services:**
The County may request related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

- c. **Changes to the agreement will be documented through an administrative memorandum that will serve as an amendment to the agreement.**

A. Payment Schedule

All payments to Contractor in FY 2016-17 shall not exceed \$240,000. Contractor shall submit invoices within 20 days of the end of quarter (except the 4th quarter when the invoice will be due by July 1, 2017). County shall pay the invoices within 30 working days following receipt and approval of invoice and required reports as described.

Contractor shall submit separate invoices for Measure A and General Offset Funds for each quarter as shown in the schedules below:

Measure A invoice:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 1, 2017
Amount	\$53,750	\$53,750	\$53,750	\$53,750

General Offset Funds invoice:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 1, 2017
Amount	\$6,250	\$6,250	\$6,250	\$6,250

C. Total Agreement Obligation

The total agreement obligation including all services, fees and taxes for the term of the agreement shall not exceed \$240,000. The County shall pay Contractor based on the deliverables in the tables above. The County shall have the option to adjust deliverables and funds across the project to ensure the success of overall services.