

FIFTH AMENDMENT TO AGREEMENT BETWEEN CITY OF SAN PABLO AND CONTRA COSTA HEALTH SERVICES (RE HEALTH, HOUSING AND HOMELESS SERVICES)

THIS AGREEMENT ("Agreement") is effective July 1, 2023, by and between the City of San Pablo (hereinafter referred to as the "City"), and the County of Contra Costa (acting through its Health Services Department, Health, Housing and Homeless Services Division, hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the parties entered into an agreement ("Original Agreement") dated December 1, 2018, under which the Contractor agreed to provide specified services for persons living in the City and experiencing homelessness in exchange for which the City agreed to pay Contractor certain sums of money; and

WHEREAS, the parties have mutually agreed to extend the term of the Agreement annually pursuant to section 1 of the Original Agreement, most recently extending the effective date through June 30, 2023 by the Fourth Amendment; and

WHEREAS, the parties have determined that the services provided by Contractor under the Original Agreement were efficacious and beneficial to those experiencing homelessness, and, thus, the parties desire to extend the Original Agreement's term to and including June 30, 2026:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

AGREEMENT

1. Section 1 of the Agreement, "Term," shall be replaced by the following provision:

TERM. The term of this Agreement, with an effective date of December 1, 2018, and expiration date of June 30, 2023 pursuant to the Fourth Amendment dated July 1, 2022, shall be extended for an additional thirty-six (36) months to and including June 30, 2026. The continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement as amended.

2. Section 3(A) of the Original Agreement is amended to read as follows:

A. Commencing July 1, 2023, Contractor shall be paid on a quarterly basis in arrears after services have been rendered and documented in quarterly invoices in an amount not to exceed **Three Hundred Forty Thousand One Hundred Twenty-Seven Dollars (\$340,127)** over Fiscal Years 2023-24 through 2025-26 under this Agreement as amended, as follows.

- a. As documented in Exhibit A, payments for services rendered during Fiscal Year 2023-24 (July 1, 2023 – June 30, 2024) shall not exceed \$107,891.
- b. As documented in Exhibit A, a 5% cost increase will apply for services rendered during Fiscal Year 2024-25 (July 1, 2024 – June 30, 2025), and payments for services rendered during Fiscal Year 2024-25 shall not exceed \$113,286.

- c. As documented in Exhibit A, an additional 5% cost increase will apply for services rendered during Fiscal Year 2025-26 (July 1, 2025 – June 30, 2026), and payments for services rendered during Fiscal Year 2025-26 shall not exceed \$118,950.

3. In all other respects not amended by this Fifth Amendment to Agreement, the Original Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement in three (3) or more copies as of the date and year first written above.

CITY OF SAN PABLO

CONTRA COSTA HEALTH SERVICES

BY: _____

Name: Matt Rodriguez

Title: City Manager, City of San Pablo

BY: _____

Name: Christy Saxton, MS

Title: Director Health, Housing, Homeless
Services

Date: _____

Date: _____