

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LIFEMOVES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves, 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 28, 2022 the parties entered into an Agreement for the purpose of providing non-congregate emergency shelter operations services at Coast House Shelter in the amount of \$3,103,002 for the term of July 1, 2022 through March 21, 2024; and

WHEREAS, on March 15, 2023 the parties amended certain clauses in the Agreement in order to set forth monthly invoicing and quarterly reporting requirements; and

WHEREAS, the parties now wish to amend the Agreement to add \$447,486 in funds, for a new total obligation amount not to exceed \$3,550,488, and extend the term of the Agreement through June 30, 2024.

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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within fifteen (15) days of receipt of statement with a plan to confirm what steps will be taken to correct performance. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION FIVE HUNDRED FIFTY THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS (\$3,550,488). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the 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. Section 4. **Term** of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through June 30, 2024.

3. Exhibit A is amended such that the following provisions included under **II. Services to be Provided** are set forth as subsection I:

- I. Inclement Weather Program Services, Contractor will:
1. Participate in the San Mateo County Inclement Weather Program (IWP) to support homeless individuals during periods of cold and inclement weather.
 2. County and Contractor will mutually agree on IWP policies and procedures.
 3. Provide shelter services through the Inclement Weather Program if requested by County during a disaster or emergency. Any request for these services will be issued in writing by County. The written request will include details about the clients to be served, services to be provided, eligibility criteria, and reporting.

4. Exhibit B, matrix under **3. Annual Allocation** Amounts/Budget of the agreement is amended to read as follows:

Coast House Amendment # 2 Budget			
FY22-FY23	Original Contract Budget	July 1, 2022 - June 30, 2023	\$ 1,773,144.00
FY23-FY24	Original Contract Budget	July 1, 2023 - March 22, 2024	\$ 1,329,858.00
FY23-FY24	Contract Extension Request	March 23, 2024 - June 30, 2024	\$ 443,286.00
FY23-FY24	Inclement Weather Program	November 15, 2023 - April 15, 2024	\$ 4,200.00
FY23-FY24	Contract Extension Request + IWP	Subtotal	\$ 447,486.00
Grand Total			\$ 3,550,488.00

5. Exhibit B, Section A, subsection 4 is added as follows:

1. Contractor will invoice County separately for Inclement Weather Program services and will bill at a rate of \$70 per each day of inclement weather activation in which one or more of the Inclement Weather beds/cots was in use. Invoices must include at a minimum the invoice number; date; Agreement number; remit payment address; and cost. Invoices must also include the cumulative amount to date by fiscal year for Inclement Weather program services. Invoices are due by the 20th of each month for services rendered in the previous month.

6. Exhibit C, Section D is amended to read as follows:

- 1) Participate in Site Review/Contract Compliance Visits with County designated staff. Visits will generally occur once per year, with increased frequency if areas for program improvement arise. Contractor will receive at least two weeks' advance notice unless there is an urgent programmatic need to expedite the process.
 - 2) Participate in program evaluations and other analysis/evaluations of the homeless system conducted by County.
 - 3) The IWP is administered by LifeMoves at Coast House Shelter on an "as needed" basis through a written request issued by the County during a disaster or emergency.
7. **All other terms and conditions of the agreement dated June 28, 2022 and amended March 15, 2023 between the 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: LifeMoves

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Aubrey Merriman
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1/23/2024 | 12:19 PM PST

Aubrey Merriman

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