

**AMENDMENT TO AGREEMENT**

**BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_ day of \_\_\_\_\_, 2020, 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; and

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on July 1, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement to provide shelter and meals to members of the vulnerable homeless population during the COVID-19 pandemic emergency in order to prevent and limit viral exposure (Agreement No. 80511FY20D081), also referenced herein as the "Agreement": and

WHEREAS, the parties wish to amend the Agreement to add certain provisions consistent with federal emergency procurement requirements as required by the Federal Emergency Management Agency and to extend term date to December 31, 2020 and increasing the amount by \$1,355,334 for a new total obligation amount not to exceed \$1,855,334, the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A – Services

**Exhibit B1 – Payments and Rates (rev. July 22, 2020)**

Attachment E – Emergency Agreement Provisions

2. **Section 3 - Payments 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. In no event shall County's total fiscal obligation under this Agreement exceed, **ONE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$1,855,334)**. 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.

3. **Section 4 - Term is amended to read as follows:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020 through December 31, 2020

4. Original Exhibit B is replaced with Exhibit B1 (rev. July 22, 2020), attached.

5. **All other terms and conditions of the Agreement No.80511FY20D081 dated July 1, 2020, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: LIFEMOVES

DocuSigned by: <i>Bruce Ives</i>	8/20/2020   9:27 AM PDT	Bruce Ives
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B1 (rev. July 22, 2020) – Payments and Invoicing**

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will submit detailed invoices to County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs. The invoice will list the total amount expended for each service listed below (hotel costs, personnel costs, laundry services, food services, administrative fee, and damages) and will include backup documentation of all funds expended for hotel, laundry, food and damages, including hotel invoices with itemized charges by room.

All invoices will be submitted to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) or the designated County contact. County shall pay Contractor the actual costs of the hotel costs, food and food gift cards, personnel, laundry services, an administrative fee, and, if there were covered damages, damages. County shall only pay damages incurred by a program participant and following the process described in Exhibit A.

<b>Service</b>	<b>Costs</b>
Hotel costs	Actuals, up to \$1,522,048.00
Personnel Costs	Actuals, up to \$25,760.00
Laundry Services	Actuals, up to \$307.00
Food Services (gift cards or other food-related expenses)	Actuals, up to \$123,543.00
<b>Subtotal</b>	Actuals, up to \$1,671,658.00
Administrative Fee	\$25,056 per month, up to \$153,676.00
Damages (if applicable)	Actuals, up to \$30,000.00
<b>Total</b>	Up to \$1,855,334.00

County may request additional 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.

County may adjust payments to Contractor between services, so long as the adjustments do not exceed the total agreement obligation and are not restricted by any grant or specific funding agreements. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$1,855,334).

## Certificate Of Completion

Envelope Id: BC3B05F07EEA43F485BF240A57494CE1	Status: Completed
Subject: LifeMoves Covid Response	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lulu Lopez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	ldlopez@smcgov.org
	IP Address: 38.127.225.254

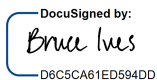
## Record Tracking

Status: Original	Holder: Lulu Lopez	Location: DocuSign
8/19/2020 6:38:43 PM	ldlopez@smcgov.org	

## Signer Events

Bruce Ives  
 bives@lifemoves.org  
 CEO  
 LifeMoves  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 D6C5CA61ED594DD...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.15.144.102

## Timestamp

Sent: 8/19/2020 6:41:09 PM  
 Viewed: 8/20/2020 8:05:37 AM  
 Signed: 8/20/2020 9:27:59 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/15/2018 4:05:53 PM  
 ID: 59ef7d84-ab74-415b-8c1f-4c5af53381eb

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	8/19/2020 6:41:09 PM
Certified Delivered	Security Checked	8/20/2020 8:05:37 AM
Signing Complete	Security Checked	8/20/2020 9:27:59 AM
Completed	Security Checked	8/20/2020 9:27:59 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carasoft OBO County of San Mateo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

**To advise Carasoft OBO County of San Mateo of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carasoft OBO County of San Mateo**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carasoft OBO County of San Mateo**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.