

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

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment"), is entered into this ____ day of _____, 2025, 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 October 18, 2022, the parties entered into a Sub-Recipient Agreement (the "Agreement") for the purpose of providing short-term emergency housing at the Navigation Center, with a term of October 18, 2022, through June 30, 2027; and

WHEREAS, on August 23, 2023, the parties amended the Sub-Recipient Agreement to address the temporary circumstances of the Navigation Center's elevator not yet being permitted for use, such that the County intended to undertake health and/or mobility determinations for some shelter clients to be placed in second and third-floor units at the Navigation Center; and

WHEREAS, the parties now wish to amend the Sub-Recipient Agreement to eliminate the Department of Veteran's Affairs restricted units from the total available restricted units; to update the provision of meal service for the contractor to provide meal service on County holidays and weekends; to update the specificity of janitorial responsibilities; to update the responsibilities regarding the kitchen service agreements to provide preventative maintenance and repair agreements for kitchen equipment; to update the Payments section to add \$565,900 to the contract to increase the total obligation amount not to exceed \$23,551,317; and to update Exhibit B Payments and Rates to include LifeMoves' federally negotiated indirect rate for administrative costs up to 18.60% of direct costs.

1. Section 1. Exhibits and Attachments, of the Agreement is amended as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services

Exhibit B - Payments and Rates

Exhibit B1 - Budget

Exhibit C - Performance and Financial Monitoring & Reporting Requirements

Exhibit D - HMIS Clarity

Exhibit G - Program Services

Exhibit H - Disbursement and Rates
Exhibit J - § 504 Compliance
Attachment I - § 504 Compliance
Attachment F - Fingerprinting Certification Form
Attachment P - Personally Identifiable Information

2. **Section 4, Payments,** of the Agreement is amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibits A, B, B1, C and D and Attachments I, F and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. 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 **TWENTY-THREE MILLION FIVE HUNDRED FIFTY-ONE THOUSAND, THREE HUNDRED SEVENTEEN DOLLARS (\$23,551,317).**

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County, to be in conflict with the terms and conditions of this Agreement; outside the scope of work of this Agreement; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or not granted.

Contractor will submit invoices and monthly program reports to the Human Services Agency by the tenth (20th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the County's approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from County, Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for the month of June, will be due by July 7 to facilitate timely payment.

3. **Section 8, A, "General Hold Harmless", is amended to include the following:**

A. Mutual Hold Harmless

- 1) It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agent and servants.
- 2) Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and

charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

- 3) It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents and servants from any and all claims, suits, or actions of ever name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement, and which result from the acts or omissions of County and/or its officers, agents, consultants and employees.
- 4) The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- 5) In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California of comparative fault.
- 6) Contractor shall not be liable for claims, suits, or actions arising out of the performance of any work or services by County's other contractors onsite for which the County has entered into appropriate Facilities Use Agreements:
 - a) University of the Pacific
 - b) Healthcare in Action
 - c) El Centro Unidad

4. Exhibit A – Description of Service, II, B, Shelter Beds, 1, of the Agreement is amended as follows:

Provide 240 units of emergency shelter to adult homeless singles and couples at the Navigation Center. Of these units, 22 will be restricted for specific funders and populations referred to hereinafter as "restricted" and as shown in the below table. The other 218 units will only be available for County-referred clients, as all units not approved as restricted/contracted units are to be used to serve people referred via the process determined by County. For units listed as restricted, Contractor is authorized to use a separate referral process. Contractor will obtain County's written approval in advance of making any changes to the contracted or restricted shelter units, or the referral processes for those units.

No. of Restricted Units	Funded By	Population
Up to 5	San Mateo Medical Center	Homeless individuals w/ medical needs
Up to 5	SMC Health System Behavioral Health and Recovery Services (BHRS)	Homeless individuals with mental health needs
Up to 2	SMC Health System- Behavioral Health and Recovery Services (BHRS)	Homeless individuals who are exiting from County jail

	(CAMI program- Court Alternatives for the Mentally Ill)	
Up to 5	HSA Service Connect	Homeless individuals who are receiving services from Service Connect
Up to 5	Redwood City On-Demand	Homeless individuals from Redwood City

5. **Exhibit A – Description of Service, Section C. Program Operations, 27** of the Agreement is amended as follows:

Provide nutritious meals for breakfast, lunch, and dinner for all participants on weekends and holidays. Designated holidays are New Year’s Day, Martin Luther King Jr’s Birthday, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples’ Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. In addition, the Contractor will make snacks available to participants at all hours and to-go meals on weekends and holidays.

6. **Exhibit A – Description of Service, Section G. Facility and Site Operations, 4** of the Agreement is amended as follows:

Provide janitorial services at a level that ensures ongoing cleanliness and a sanitary environment in all areas of the facility, including, but not limited to, individual living units, client program areas, indoor and outdoor community spaces, staff and client bathrooms and showers, staff offices, medical and dental clinics, and dining hall. Provide deep cleaning of outdoor areas including pressure washing and cleaning the concrete walkways regularly as needed and as requested by the County.

The County and the Contractor will meet to mutually develop and approve a cleaning and janitorial service schedule to achieve cleanliness and sanitary expectations.

7. **Exhibit A – Description of Service, Section G. Facility and Site Operations, 5** of the Agreement is amended as follows:

Provide maintenance and repair of laundry equipment (washers and dryers), refrigerators and all kitchen equipment. Hold service agreements with vendors to provide regular preventative maintenance and hold repair services for kitchen equipment, and pest control for the kitchen and dining room areas. County to review and approve in writing all related service agreements. Contractor, in consultation with the County, will procure any additional maintenance and repair services as needed based on evaluation and assessment of existing agreements.

8. Exhibit B – Payments and Rates of the Agreement is amended to add the following:

When the program is federally funded, Contractor may invoice the County for administrative costs up to 18.60% of direct costs and fringe benefit rates up to 41% of salaries and wages. Contractor will provide new or amended Nonprofit Rate Agreement award letters and invoice the County using the rates in these letters. When the program is not federally funded, Contractor will invoice County for indirect costs using the 15% de minimis rate, calculated off modified total direct costs. Documentation supporting these costs must be retained and made available for audit purposes.

9. Exhibit B- Payments and Rates, Section 8 of the Agreement is amended as follows:

Submit Invoices to the contact listed below or an alternate contact as communicated by the County in writing:

Name/Title: Wendy Zhou, Human Services Analyst II, Human Services Agency
 Address: 500 County Center, Redwood City, CA 94063
 Email: wzhou@smcgov.org

10. Exhibit B1- Budget, Section 1 of the Agreement is amended as follows:

Budget/Allocation Amounts

Expense	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
Personnel	\$ 1,166,673	\$ 1,937,047	\$ 3,328,755	\$ 3,348,071	\$ 3,348,071
Operating	\$ 1,449,174	\$ 2,547,258	\$ 1,146,830	\$ 1,119,134	\$ 1,119,134
Administrative	\$ 300,820	\$ 515,695	\$ 731,565	\$ 732,795	\$ 732,795
Inclement Weather Program	\$ 13,750	\$ 13,750	\$ -	\$ -	\$ -
Total	\$ 2,930,417	\$ 5,013,750	\$ 5,207,150	\$ 5,200,000	\$ 5,200,000


Line-Item Budget

Expense	FY 24-25	FY 25-26	FY 26-27
A. Personnel Expense (Supportive Service)			
	Budget	Budget	Budget
Case Managers	859,791	859,791	859,791
Licensed Vocational Nurse	0	0	0
Food Services Coordinator	56,160	56,160	56,160
Cooks (weekend only)	28,080	28,080	28,080
Program Director (PD)	95,747	95,747	95,747
Assistant Program Director (APD)	235,605	235,605	235,605
Housing Specialist	120,035	120,035	120,035
Employment Specialist Case Manager	60,018	60,018	60,018
Benefits Specialist	60,018	60,018	60,018
H&E Supervisor	34,196	17,867	17,867
Associate Director	24,000	26,000	26,000
Programs VP	0	20,329	20,329
MSW Director	19,038	21,038	21,038
BPH Director	23,799	25,799	25,799
Sr. Director W&E	28,677	30,677	30,677
Director of Ed	8,071	10,071	10,071
Education Programs Coordinator	10,154	12,154	12,154
Education Initiatives Manager	6,471	8,180	8,180
Overtime Premium	25,048	25,314	25,314
B. Personnel Expense (Site Operations)			
RSC/Program Aide/C.N.A	630,787	626,512	626,512
Overtime Premium	9,778	9,778	9,778
Maintenance Labor	25,346	25,346	25,346
Benefits - 41%	967,936	973,553	973,553
subtotal personnel	3,328,755	3,348,071	3,348,071
C. Non Labor Operating Costs			
Client assistance	300,000	300,000	300,000
Food	227,438	227,438	227,438
Service Repairs	195,827	150,827	150,827
Maintenance Supplies	77,697	59,022	59,022
Office supplies for staff	36,921	36,921	36,921
Computer Related Hardware/Software	2,500	2,500	2,500
Training/Conferences	2,500	2,500	2,500
Phone/Internet/TV	57,040	26,040	26,040
Travel & Auto	10,000	10,000	10,000
Equipment and Furniture	21,778	36,778	36,778
Equipment and Furniture >\$5k	15,000	0	0
Safety/Security	19,000	50,000	50,000
Equipment Leases and Rental	12,495	9,135	9,135
Consulting	0	44,640	44,640
Misc. Expenses	168,634	163,333	163,333
subtotal operating expenses	1,146,830	1,119,134	1,119,134
D. Admin Expense			
Administrative Expense - 18.6%	731,565	732,795	732,795
subtotal admin expense	731,565	732,795	732,795
Total Expenses	5,207,150	5,200,000	5,200,000

- 11.** Except as amended by this Second Amendment, all other terms and conditions of the Agreement dated October 18, 2022, between the County and Contractor and amended on August 23, 2023 shall remain in full force and effect.

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

For Contractor: LifeMoves

<div>Signed by:  E6B25F2DF4704FF...</div>	5/12/2025	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