

**SIXTH AMENDMENT TO AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO AND WEHOPE**

THIS AMENDMENT TO THE AGREEMENT (“Sixth Amendment”), entered into this date \_\_\_\_\_ by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WeHOPE, 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 27, 2017, the parties entered into an Agreement (the “Agreement”) for the purpose of providing emergency and transitional homeless shelter services for a total obligation amount not to exceed \$1,732,060 and a term of July 1, 2017 through June 30, 2020; and

WHEREAS, on June 30, 2020, the parties amended the Agreement (“First Amendment”) to increase the total obligation amount by \$1,328,810, for a new total obligation amount not to exceed \$3,060,870, and extended the term by two years for a new term of July 1, 2017 through June 30, 2022 to support shelter operations and emergency shelter services for up to an additional 18 beds through August 2020; and

WHEREAS, on September 29, 2020, the parties further amended the Agreement (“Second Amendment”) to increase the total obligation amount by \$91,800, for a new total obligation amount not to exceed \$3,152,670, with no change to the term, to provide emergency shelter services for the additional beds through the end of February 2021; and

WHEREAS, on March 16, 2021, the parties further amended the Agreement (“Third Amendment”) to increase the total obligation amount by \$15,810, for a new total obligation amount not to exceed \$3,168,480, with no change to the term, to extend the emergency shelter services for the additional beds for an additional month through the end of March 2021; and

WHEREAS, on June 8, 2021, the parties further amended the Agreement (“Fourth Amendment”) to increase the total obligation amount by \$232,560, for a new total obligation amount not to exceed \$3,401,040, with no change to the term, to continue providing up to 18

additional beds through the end of the agreement term, or so long as the adjacent space that WeHOPE occupies remains available; and

WHEREAS, on June 21, 2021 the parties further amended the Agreement (“Fifth Amendment”) to correct a typographical error and to correct the amount of funding listed for the FY 2020-21 Additional Shelter Bed component, with no change to the term or total obligation amount; and

WHEREAS, the parties wish to further amend the Agreement to increase the total obligation amount by \$96,591.25, for a new total obligation amount not to exceed \$3,497,631.25 with the term remaining July 1, 2017 through June 30, 2022 to increase the number of shelter beds by up to 20 beds.

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

1. **Section 1. 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 – Program/Project Description  
Exhibit A1 – Program/Project Description/Temporary Beds  
Exhibit A2 (New) – Services for Additional Beds  
Exhibit B – Method and Rate of Payment  
Exhibit B1 – Method and Rate of Payment/Temporary Beds  
Exhibit B2 (New) – Method and Rate of Payment for Additional Beds  
Exhibit C – Performance Reporting and Monitoring  
Exhibit D – Clarity Human Services System  
Attachment I—§ 504 Compliance  
Attachment P – Personally Identifiable Information

2. **Section 2. Services to be Performed by Contractor** is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibits B, B1 and B2, Contractor shall perform services in accordance with the terms, conditions and specifications set forth in this Agreement and in Exhibits A, A1, A2, C, D, I, and P.

3. **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 Exhibits A, A1 and A2,

County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B, B1 and B2. 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 THREE MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS AND TWENTY FIVE CENTS(\$3,497,631.25). 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. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. **Exhibit A2 (New) – Additional Beds** is added to the Agreement and attached hereto.
5. **Exhibit B2 (New) – Method and Rate of Payments for Additional Beds** is added to the Agreement and attached hereto.
6. **All other terms and conditions of the Agreement dated June 27, 2017, as subsequently amended, between County and Contractor shall remain in full force and effect.**

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

For Contractor: PROJECT WEHOPE

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Paul Bains

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 A2 (New) - Additional Beds

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

### A. Purpose

Contractor is receiving funding to start up and operate 20 additional shelter beds. The 20 beds are in addition to the 55 beds described in Exhibit A and the temporary 10-18 shelter beds described in Exhibit A1. The exact number of beds at any given time will be determined by Contractor based on applicable public health guidelines, such as social distancing due to COVID-19. Services shown in Exhibit A1 will be provided to clients accessing the beds listed in this Exhibit A2.

County has authorized the Contractor to spend up to \$35,005 on start-up costs/purchases, as shown below, to prepare the space for the additional beds.

### Authorized Start-Up Purchases

1. Construction (including replacing the floor and baseboards, paint, restroom repairs, and door replacements)
2. 20 lockers
3. 20 cots
4. 20 bedding sets
5. 1 desk
6. 1 computer

### Prevailing Wage

Applicable if Contractor hires personnel to carry out this work.

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

B. Services, Contractor will:

1. Ensure additional beds are available for San Mateo County residents referred through the Coordinated Entry System (CES).
2. Provide all services described in Exhibit A2 to the clients who are being served in these additional beds.
3. Complete any requirements associated with obtaining permits, approvals or documentation as required by the city or other entities related to utilizing the space for shelter operations.
4. Have the option to terminate the use of the additional beds as long as it provides County with 30 days' advance notice in writing.
5. Analyze prices and identify the most cost-effective solutions/vendors to procure start-up supplies shown above.
6. Be responsible for purchasing, installing, maintaining, and using supplies necessary to prepare the shelter space and provide shelter services.

C. County will:

1. Have the option to modify or add Start-up Purchases as shown above, and as agreed upon by both parties in writing, as long as it does not exceed the total claimable amount set forth in Exhibit B2.
2. Have the option to terminate the use of the additional beds with 30 days' written notice to Contractor.

## **Exhibit B2 (New) - Method and Rate of Payments for Additional Beds**

In consideration of the services provided by Contractor as shown in Exhibit A2 and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

### **A. General Payment Terms**

1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 business days of receipt of statement with a plan to confirm what steps will be taken to correct performance.
2. Funding for services shown in this Agreement may be adjusted, including line-item costs in budgets and across quarters and fiscal years, to meet service goals as agreed upon by both parties and approved by County in writing so long as it does not exceed the total Agreement obligation.
3. County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs across line items accordingly if it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding agreements.

### **B. Payments & Invoicing**

1. Contractor will submit invoice(s) for start-up costs, including supporting documentation. Contractor may submit invoice(s) for up to \$35,005 in start-up costs.
2. Contractor shall invoice HSA monthly for actual costs incurred for the services described in Exhibit A2, based on the Shelter Services budget shown below (paragraph C). Contractor will only invoice for costs that are not included in the invoices submitted for Exhibit A and Exhibit A1.
3. Contractor shall submit invoice, supporting documentation, and any required reporting by the 20<sup>th</sup> of each month for the previous month for costs for services provided in accordance with Exhibit A2 and the budget submitted to HSA by Contractor.
4. Contractor shall submit invoice and supporting documentation by the 20<sup>th</sup> of the following month.
5. Due to County's fiscal year end close, Contractor will submit the final invoice for each fiscal year by June 20th.
6. Contractor will submit invoices and supporting documentation electronically to [LSaba@smcgov.org](mailto:LSaba@smcgov.org) or their designee.

## C. Shelter Services Budget

Shelter Services Budget (additional 20 beds)	FY21-22 (April-June 2022)
<b>Personnel Expense</b>	
Residential Services Coordinator	\$ 21,840
Shelter Manager	\$ 3,750
Benefits	\$ 6,397.50
<b>Subtotal personnel</b>	<b>\$ 31,987.50</b>
<b>Operating Expenses</b>	
Rent	\$ 12,000
Food	\$ 5,475
<b>Internet/Cable</b>	\$ 600
Phone	\$ 300
Client Assistance	\$ 2,500
Insurance	\$ 625
Garbage	\$ 1,800
Janitorial	\$ 700
<b>Subtotal operating Expenses</b>	<b>\$ 24,000</b>
<b>Administrative Expense</b>	
Administrative Overhead	\$ 5,598.75
<b>Subtotal Admin Expense</b>	<b>\$ 5,598.75</b>
<b>Total Expenses</b>	<b>\$ 61,586.25</b>
<b>Start Up Expenses</b>	
Construction	\$ 17,743.00
Lockers	\$ 7,182.00
Cots	\$ 7,580.00
Bedding	\$ 1,000.00
Desks	\$ 500.00
Computer	\$ 1,000.00
<b>Total Start Up Cost</b>	<b>\$ 35,005.00</b>