

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO  
AND  
PROJECT WEH.O.P.E.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROJECT WEH.O.P.E., 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, the parties entered into an Agreement for implementation of a Warming/Inclement Weather and Emergency Shelter services on 6/30/2011; and

WHEREAS, the parties amended the Agreement to add CDBG funds for FY 2012-2013 on September 11, 2012 and again on June 4, 2013 to extend the term for FY 2012-13 to June 30, 2013.

WHEREAS, the parties now wish to further amend the Agreement to add CDBG Funding for FY 2013-14.

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

**1. Section 3 of the Agreement is amended to read as follows:**

**Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibits "A" "A1" "A2" "A3" "B" "B1" and "B2". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed Two Hundred Twenty Two Thousand One Hundred Seventy Three Dollars (\$222,173).

**2. Sections A3 and B2 are added to the Agreement.**

See Attached.

3. **All other terms and conditions of the Agreement dated June 3, 2011, as amended on September 11, 2012 and June 4, 2013, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: Cly M. Bain  
Clerk of Said Board

PROJECT WEH.O.P.E.

PCTB  
Contractor's Signature

Date: 8/14/2013

**Exhibit A3**  
**Program/Project Description and Specific Requirements**  
**Project We HOPE (In Lieu of CDBG)**  
**FY 13-14**

**Description of Program Services to be Performed by the Contractor**

Project We HOPE (We HOPE) operates an emergency Shelter that provides safe living environment in East Palo Alto.

In consideration of the funding assistance payments set forth in Exhibit B2, Contractor shall provide the following services: Contractor expects to serve an additional of up to 40 individuals per night providing a safe living environment for a month, as well as meals, counseling and case management.

1. **Required Quarterly Reporting:** Contractor shall submit a Quarterly Performance Report after the end of each quarter but no later than 30 days after the quarter's end. **Data entry reporting into CDS is no longer necessary**; please email soft copies of documents to contact below. Required quarterly reporting will consist of two parts:
  - a) **Performance Summary**, which will summarize the number of clients served by their ethnicity and income (un-Duplicated). Data on domicile (city) of clients will also be provided. A copy of the report will be sent to service provider separately and after the execution of this Amendment
  - b) **Narrative Report**, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization. The narrative is required even if no activity has taken place within the quarter.

All Quarterly Reports and Invoices are to be submitted to the San Mateo County Human Services Agency Center on Homelessness, Ali Shirkhani – 472 Harbor Boulevard, Building C – Belmont, CA 94002. Phone (650) 802-7675. Email [ashirkhani@smchsa.org](mailto:ashirkhani@smchsa.org)

**Exhibit B2**  
**Method and Rate of Payment**  
**Project We HOPE (In Lieu of CDBG)**  
**FY 2013-14**

---

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount not to exceed \$9,125 upon receipt and approval of invoice. The Contractor shall submit invoices within 30 days of the end of the quarter and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below.

In any event the total amount of this third amendment for FY 2013-14 shall not exceed **\$36, 500.**

County may terminate this Agreement or a portion of the services referred to in Exhibit A3, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

All Quarterly Reports and Invoices are to be submitted to the San Mateo County Human Services Agency Center on Homelessness, Ali Shirkhani – 472 Harbor Boulevard, Building C – Belmont, CA 94002. Phone (650) 802-7675. Email [ashirkhani@smchsa.org](mailto:ashirkhani@smchsa.org)

**Required Reports to process invoices:**

|  |
|--|
| <b>Quarterly Reports must contain the following information:</b>   |
| Client services delivered:<br>Number of clients to receive counseling services and be screened for the necessity of a safety plan (Performance Summary Report and Narrative Report as indicated at Exhibit A1) |
| Documentation of successfully funded commitments of new or increased revenue for the FY 2013-14.   |