

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROJECT 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, the parties entered into an Agreement for implementation of a Warming/Inclement Weather and Emergency Shelter services on June 3, 2011; and

WHEREAS, the parties amended the Agreement to add CDBG funds for FY 2012-13 on September 11, 2012; to extend the term of the Agreement to June 30, 2013, on June 4, 2013; and to add CDBG Funds for FY 2013-14; on September 10, 2013; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term to June 30, 2015; to redefine the Scope of Work and to add Measure A funding in the amount of \$1,200,000.

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

1. Section 2 Contract Term - of the Agreement is amended to read as follows:
 2. **Contract Term** The term of this Agreement shall be from **July 1, 2011** to **June 30, 2015** unless terminated earlier by the County.
2. Section 3 Payments – of the Agreement is amended to read as follows:
 3. **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, A4, B, B1, B2, and B3". 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 ~~One Million Four Hundred Twenty Two Thousand One Hundred Seventy Three Dollars (\$1,422,173,500)~~.

3. Section 18 Compliance with County Employee Jury Service Ordinance – is added to the Agreement and reads as follows:

18. Compliance with County Employee Jury Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

4. Exhibits A4 and B3 are added to the Agreement.

See Attached

5. **All other terms and conditions of the Agreement dated June 3, 2011, as amended on September 11, 2012, June 4, 2013 and September 10, 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: _____
Clerk of Said Board

PROJECT WEHOPE



Contractor's Signature

Date: 12/2/2013