

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, 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 June 27, 2017, the parties entered into an agreement (the "Agreement") for shelter services in the amount of \$1,781,152 for a term of July 1, 2017 through June 30, 2020; and

WHEREAS, on June 26, 2018, the parties amended the Agreement to add funds in the amount of \$1,024,086 to cover the operational costs of the Maple Street facility expansion that added 36 shelter beds and to offset the loss of part of a U.S. Department of Housing and Urban Development (HUD) grant that supported the First Step for Families Shelter, for total obligation not to exceed \$2,805,238; and

WHEREAS the parties wish to further amend the Agreement to increase funding by \$950,444 for a new total obligation amount not to exceed \$3,755,682 to fund an additional 30 beds at the Maple Modular adult shelter, and to provide operational costs to offset the loss the remaining portion of the HUD grant that supported the First Step for Families Shelter for the same term of June 27, 2017 to June 30, 2020.

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

1. Paragraph 3. Payments of the Agreement is hereby amended as follows:

In no event shall County's total fiscal obligation under this Agreement exceed **THREE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS** (\$3,755,682).

2. Exhibit A – Program/Project Description, Paragraph 3. Program Components, item b) Contracted Shelter Beds/Units is hereby amended to read as follows:

b) Contracted Shelter Beds/Units

Contractor shall provide 141 Emergency homeless shelter beds through the adult shelter and 85 homeless family units through various family shelter programs.

i. Adult Shelter: Maple Street

- Contractor will provide 141 Emergency Shelter beds to homeless individuals.
- 37 of the Emergency Shelter beds will be reserved for certain funders and populations listed below (Maple Street Restricted Bed Table)
- The remaining 104 Maple Street shelter beds are not reserved for any funder or specific population and are only available for homeless individuals in San Mateo County to be referred by CES (this includes the 36 beds added at Maple Street Shelter as part of the 2018 Maple Street Shelter expansion).
- Contractor is authorized to utilize a separate referral process for the restricted beds/contracted out beds listed in the Maple Street Restricted Bed Table at this time.

3. Exhibit A– Program/Project Description, Paragraph C. Other Responsibilities item number 12. Is hereby amended to read as follows:

As set forth above, Contractor shall provide 104 beds for adults and a separate 71 family units, for HSA’s use pursuant to this Agreement. If Contractor wishes to increase or decrease the number of beds contracted out or dedicated to non-HSA entities or renew contracts/funding for beds, Contractor must contact HSA at least 6 months in advance of any such change or renewal to meet and confer regarding the impact. In particular, Contractor will meet and confer with HSA regarding the referral/access process for those beds, staffing and other costs for the beds, and funding. HSA may modify the terms and reduce the funding of this Agreement based on changes to Contractor’s restricted/contracted beds.

4. Exhibit B – Method and Rate of Payment, Paragraph A.5 Funding is hereby amended to read as follows:

Component 1-Shelter Operations Budget (including original Maple Street 75 beds and excluding First Step for Families).

5. Exhibit B – Method and Rate of Payment Paragraph B. Component 2 - Maple Street Expansion is hereby amended to remove the following statement:

(bringing the total to 111 beds)

6. Exhibit B - Method and Rate of Payment is hereby amended to include:

Component 3. FY 2019-20 budget for the First Step for Families Shelter

Total Amount	Quarterly
\$429,444	\$107,361

7. Exhibit B - Method and Rate of Payment paragraph A. 5. is hereby amended to include:

Component 4. FY 2019-20 budget for the 30 beds at Maple Modular building

Total Amount	Quarterly
\$521,000	\$130,250

8. Exhibit B – Method and Rate of Payment Paragraph D. Payments & Invoicing, item 1. is hereby amended to read as follows:

Contractor shall invoice HSA on a quarterly basis for services shown in Exhibit A, based on the Shelter Services 1-4 component budgets shown in paragraph A. General Payment Terms item 5. For each quarter, the Contractor shall submit a separate invoice for each of the four components.

Contractor will invoice for quarterly costs outlined above. The only approved cost to be covered by the Maple Street Expansion invoices are for personnel and administrative costs listed in the tables above, unless HSA approves modifications to the Maple Street Expansion budgets in writing.

Contractor shall submit invoices, supporting documentation, and all required reporting by the 20th of the month following the end of the prior quarter for operating expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budgets submitted to HSA by the Contractor. Contractor will supply supporting documents for reimbursement by the 20th of month for the prior quarter. The final invoice for each Fiscal Year will be submitted by June 20th due to year-end processing.

Reporting Period	Due Date for Invoice (with reporting, supporting documentation)
Q1 (July-September)	October 20th
Q2 (October- December)	January 20th
Q3 (January-March)	April 20th
Q4 (April-June)	Invoice due June 20th Reporting due July 20th

All other terms and conditions of the Agreement dated June 27, 2017 and the amendment to the Agreement dated June 26, 2018 between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

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Bruce Ives
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6/18/2019 | 4:29 PM PDT

Bruce Ives

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST: _____

By: _____
Clerk of Said Board