

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WeHOPE, doing business as Project WeHOPE, hereinafter called "Contractor" (collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, *et seq.*, 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 for the purpose of operating a homeless shelter (the "Agreement") in a total amount of \$1,732,060 for the term of July 1, 2017 through June 30, 2020; and

WHEREAS, on June 30, 2020, the Parties amended the agreement to increase the amount of the Agreement by \$1,328,810 for a new total obligation not to exceed \$3,060,870 and extend the term two years through June 30, 2022; and

WHEREAS, the Parties wish to further amend the Agreement to update scope of services and increase the total fiscal obligation of this Agreement by \$91,800 for a total amount not to exceed \$3,152,670.

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

1. Section 3. **Payments** of the Agreement 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 Exhibit A (rev. 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 2020). 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 ONE HUNDRED FIFTY-TWO THOUSAND, SIX HUNDRED SEVENTY DOLLARS (\$3,152,670)**. 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.

2. **Exhibit A1**, the opening paragraph and **A. Purpose** paragraph 1 is amended to read as follows:

In consideration of the payments set forth in Exhibit B1, Contractor will provide the services shown below to temporarily increase shelter operations capacity through February 2021 under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives.

A. Purpose

Contractor is receiving funding to start up and operate 10-18 additional shelter beds through February 2021. The 10-18 shelter beds are in addition to the 55 beds described in Exhibit A (rev. 2020). These beds will be available for San Mateo County residents referred through the Coordinated Entry System (CES).

Contractor will provide all services described in Exhibit A (rev. 2020) to the clients who are being served in these additional beds. The exact number of beds at any given time (between 10 and 18) will be determined by Contractor based on applicable health guidelines, such as social distancing.

3. **Exhibit B1**, the section titled **Additional Shelter Bed Rates** is amended to read as follows:

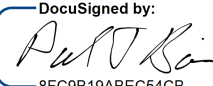
Contractor may submit invoice(s) for up to \$25,000 of start-up costs.

Daily rate per night when at least one of the additional beds are used: \$510. This component of the Agreement shall not exceed \$61,000 for FY19-20 and \$123,420 for FY20-21.

4. **All other terms and conditions of the Agreement dated June 27, 2017 and amended on June 30, 2020 between County and Contractor shall remain in full force and effect.**

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

For Contractor: WeHOPE dba Project WeHOPE

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9/3/2020 | 10:52 AM PDT

Paul Bains

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