

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

THIS FOURTH AMENDMENT TO THE AGREEMENT ("Fourth Amendment"), entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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, 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 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 to increase the total obligation amount by \$91,800 for a new total obligation amount not to exceed \$3,152,670 and the term remains the same to the emergency shelter services provided for the additional beds through the end of February 2021; and

WHEREAS, on March 16, 2021, the parties further amended the Agreement to increase the total obligation amount by \$15,810 for a new total obligation amount not to exceed \$3,168,480 and the term remains July 1, 2017 to June 30, 2022 to extend the emergency shelter services for the additional beds for an additional month through the end of March 2021; and

WHEREAS, the parties wish to further amend the Agreement to increase the total obligation amount by \$232,560 for a new total obligation amount not to exceed \$3,401,040 and the term remains July 1, 2017 to June 30, 2022 to provide emergency shelter services for the

additional 10 to 18 beds through the end of the agreement term or until the adjacent space that WeHOPE occupies remains available.

**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 FOUR HUNDRED ONE THOUSAND FOURTY DOLLARS** (\$3,401,040). 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 item **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 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. 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. Contractor or County may end usage of the additional 10-18 beds with 30 days' notice.

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

Additional Shelter Bed Rates:

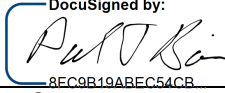
Contractor may submit invoice(s) for up to \$25,000 of start-up costs.

Daily rate per night when at least one of the additional beds are used: \$510. This component of the Agreement shall not exceed \$46,410 for FY20-21 and \$186,150 for FY21-22.

- 4. 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 Fourth Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PROJECT WEHOPE

 8EC9B19ABEC54CB	4/24/2021   3:39 PM PDT	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