

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-153
Bay Area Community Services

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Bay Area Community Services (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for shelter and housing navigation services with a term of April 27, 2021 through June 30, 2021 for a total contract amount of \$442,448. (hereinafter "Original Agreement").

WHEREAS, The parties currently wish to amend the Agreement via Amendment #1 to **extend the term through August 31, 2021** with no change to the contract amount or scope of services.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement, except as specifically set forth below.

1. **Section 3.0, The first sentence of paragraph titled "TERM OF AGREEMENT" is amended to read as follows:**
"The term of this Agreement is from April 27, 2021 to **August 31, 2021**, unless sooner terminated pursuant to the terms of this Agreement."
2. Exhibit **AA** reflects the change in the agreement term.
3. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.
4. A copy of this Amendment #1 shall be attached to the Original Agreement.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: *Lori A. Medina*
Lori A. Medina
DSS Director

Date: 6/28/21

CONTRACTOR:

Bay Area Community Services
By: *Jamie Almanza, CEO*
(Chair, President, Vice-President)

(Print Name & Title)

6/24/2021 | 12:43 PM PDT

Date: _____
By: *Barbara MacLuliffe, CFO*
(Secretary, CFO, Treasurer)

(Print Name and Title)

6/24/2021 | 12:31 PM PDT

Date: _____

Approved as to Form:

DocuSigned by:
Anne Breerton, County Counsel
Deputy County Counsel

6/25/2021 | 12:58 PM PDT

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
Auditor-Controller's Office

6/25/2021 | 1:12 PM PDT

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

BAY AREA COMMUNITY SERVICES

- A. TOTAL FUNDING: \$442,448.00 HHAP Round 1
- B. CONTRACT TERM: April 27, 2021-August 31, 2021
- C. CONTACT INFORMATION:
 County Contract Monitor: Monterey County Department of Social Services
 Glorietta Rowland, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 796-3584 Fax: (831) 755-8477
rowlandg@co.monterey.ca.us
- Contractor Information: Jaime Almanza, CEO
 Bay Area Community Services
 390 40th Street Oakland, CA 94609
 Phone: (510) 415-4672
Jalmanza@bayareacs.org
- Location of Services: SHARE Center
 845 E. Laurel Drive Salinas, CA 93906
- D. BACKGROUND
 Bay Area Community Services (BACS) has extensive history working with the chronic homeless population. The mission of BACS is to uplift under-served individuals and their families by doing "whatever it takes." In 1953, BACS was created from a council of 11 churches in Oakland to provide social and behavioral health services to individuals in Alameda County with a mission of 'keeping individuals connected to their communities.' Over the last 67 years, BACS has provided supportive services to more than 100,000 people. BACS is an expert in comprehensive, integrated, and effective approaches to housing & health for complex populations. Today, BACS' 360+ team members serve more than 12,500 people each year.
- E. DESCRIPTION OF SERVICES:
 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- E.1 Staff and operate the SHARE Center, a 24-hr shelter and housing navigation center located at 845 E. Laurel Drive Salinas, CA, in compliance with Exhibit E – Occupancy Terms, for the County of Monterey and the City of Salinas in a manner of the utmost cleanliness, with a Housing First, safety-first approach, and with appropriate sanitation practices including custodial services.
 - E.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.
 - E.3 Operate the Center under COVID-19 emergency orders, while in affect, including weekends and holidays.
 - E.4 Ensure Center is operated as a pet friendly facility in accordance with recommended pet friendly best-practices (Exhibit F attached).
 - E.5 Ensure all pets are registered with the Center.
 - E.6 Ensure per owner receives and signs a pet notice of responsibility.

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- E.7 Provide security on site, 24 hours, seven (7) days a week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Center on the neighboring community.
- E.8 Be responsible for implementing and enforcing a mandatory 24 hour, seven (7) days a week no-loitering policy on Center property and minimizing the potential impacts to the surrounding neighborhood and community at-large through community engagement methods.
- E.9 Not permit disruptive guests in the Center who adversely impact the peace and quiet for others.
- E.10 Not allow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- E.11 Provide clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- E.12 Provide informal weekly updates including capacity counts and general feedback to maintain strong communication regarding operations and services. CONTRACTOR shall notify the County immediately if the Center fills to capacity.
- E.13 Serve up to approximately 100 individuals and/or family members in the Center on any given night.
- E.14 Coordinate the provision of 3x daily meals for residents. Food may be prepared on-site and obtained through donations from faith-based organizations or other organizations. All dishes and flatware shall be cleaned each night or otherwise (if appropriate) be properly disposed of.
- E.15 Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children. All Salinas Fire Department regulations will be adhered to.
- E.16 Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.
- E.17 Engage and actively participate in the Coalition of Homeless Services Providers to gain access to the Homeless Management Information Services (HMIS) and the Coordinated Assessment and Referral System (CARS) to collect and enter the data elements to adhere to Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies.
- E.18 Employ a manager with at least two (2) years of shelter management experience.
- E.19 Employ Housing Navigators to support the move to permanent housing for residents.
- E.20 Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.

F. REPORTING INSTRUCTIONS & SUBMISSION

- F.1 CONTRACTOR shall provide a quarterly report of program outcomes using the form set forth as Exhibit A-1 Quarterly Information Report as part of the supportive documentation included with each monthly invoice detailing the following indicators:
- F.2 Number and percentage of unsheltered individuals who have been placed at the SHARE Center and subsequently entered permanent housing (including placement type and County of exit, where possible), disaggregated by race and ethnicity.
- F.3 Number and percentage of individuals connected to or maintaining enrollment in mainstream benefits, by type of benefit.

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- F.4 Number and percentage of individuals who received flexible funding assistance, and the amount spent.
- F.5 BACS shall work with staff to provide any additional data for grant reporting requirements.
- F.6 Reports shall be submitted to the County Contract Monitor as listed in Section C.

G. PAYMENT PROVISIONS

- G.1 County shall pay CONTRACTOR per the terms set forth in Exhibit B - DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- G.2 Total cost of this portion of SHARE Center project is \$442,448.
- G.3 Details regarding payments toward this project shall be reported monthly on the Monthly Invoice (Exhibit D).
- G.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed four hundred forty-two thousand four hundred forty-eight dollars (\$442,448).
- G.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set forth in Exhibit D. The final fiscal year invoices will be due no later than July 10, 2022.
- G.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

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