

**COUNTY OF MONTEREY**  
Amendment #1 to Agreement # 5010-157  
Orphan Productions

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 Orphan Productions (hereinafter "CONTRACTOR").

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement to manage and operate a Safe Parking and Supportive Services Program for the period of July 1, 2021 through June 30, 2022 for a contract total of \$139,630.00 (hereinafter "Original Agreement")

**WHEREAS**, The Parties wish to amend the Agreement via Amendment #1 to **revise the scope of services by adding full time on-site security at the Marina site during program hours and adding \$71,640.00** for a contract total of **\$211,270.00** and no change to the contract term.

**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 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is amended to read as follows:**  
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$211,270.00**"
2. Exhibit **AA** incorporates the revised scope of work and new contract total.
3. Exhibits **CC** reflect the addition of the **\$71,640.00** to the Agreement.
4. 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.
5. 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  
DSS Director

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
DocuSigned by:  
Tia Federer  
973645A5840M42F  
(Chair, President, Vice-President)

12/19/2021 | 2:43 PM EST  
\_\_\_\_\_  
(Print Name & Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DocuSigned by:  
Evelyn Kahan  
DDCF8298142B4A6  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: 12/19/2021 | 12:23 PM PST

**Approved as to Form:**

By: \_\_\_\_\_  
DocuSigned by:  
Stacy Saetta  
C0ECE1B99F444A9...  
Deputy County Counsel

Date: 12/22/2021 | 9:40 AM PST

**Approved as to Fiscal Provisions:**

By: \_\_\_\_\_  
DocuSigned by:  
Joey Nolasco  
F60C442ED05B437...  
Auditor Controller's Office

Date: 12/22/2021 | 7:29 PM PST

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### ORPHAN PRODUCTIONS

A. **FUNDING:** \$139,630.00 Original Agreement  
**\$ 71,640.00 Amendment 1**  
**TOTAL \$211,270.00 Total Funding**

B. **CONTRACT TERM:** July 1, 2021 to June 30, 2022

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](mailto:rowlandg@co.monterey.ca.us)

Contractor Information:

Orphan Productions  
Tia Fechter, President  
484B Washington St #113 Monterey, CA 93940  
Phone: (843) 323-6927  
[tiacorliss@hotmail.com](mailto:tiacorliss@hotmail.com)

Location of Services:

District 4 Supervisor Office  
2616 First Avenue Marina, CA 93933

Bethel Baptist Church  
390 Elm Street Seaside, CA 93955

Program Hours:

7 PM to 7 AM - Seven Days per Week

D. **BACKGROUND**

Orphan Productions began operating in 2005 and was incorporated in South Carolina. The charity is permitted to operate in all U.S. states and territories. Orphan Productions' work has involved help to international AIDS victims and other orphans through direct distribution of medical supplies, hard goods, clothing, and other supplies. Nationally, Orphan Productions has concentrated on the needs of the homeless population in delivering food and personal hygiene care. Most this work has taken place in Monterey County, CA. In the past five years, Orphan Productions has delivered hundreds of thousands of pounds of food and needed supplies to those living on the streets, in the wild, in camps, cars and R.V.'s. Orphan Productions works in close contact with representatives of the Monterey County Food Bank.

Workers of Orphan Productions have provided oversight work in Monterey County in assisting with the operation and efficiency of the One Starfish Safe Parking & Supportive Services program. One Starfish Safe Parking & Supportive Services Program, through a professional social worker, directly assists people living out of their cars in getting on a path to structured safe housing. Monterey County originally contracted with Orphan Productions to provide a safe parking program on November 30, 2017.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### 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 SAFE PARKING & SUPPORTIVE SERVICES PROGRAM OPERATION

- E.1.1 Manage and operate a Safe Parking and Supportive Services Program (Program) for up to 15 vehicles or more if space allows in the identified lot at 2616 First Avenue, Marina, CA or at 390 Elm St, Seaside, CA 93955. CONTRACTOR shall operate a Program at both locations simultaneously while continuing to seek an alternate location for RV's.
- E.1.2 Ensure adherence to the Safe Parking hours of 7PM to 7AM, seven days per week including all holidays.
- E.1.3 Ensure all vehicles vacate the site by 7AM each morning.
- E.1.4 Develop policies and procedures for:
  - E.1.4.a Client intake and eligibility.
  - E.1.4.b Ensuring participating vehicles show proof of valid driver license and vehicle registration.
  - E.1.4.c Client etiquette/rules while on premises.
  - E.1.4.d Restriction of drug and alcohol use at the Safe Parking site.
  - E.1.4.e Repercussions for those participants who do not comply with Safe Parking Site Policies.
- E.1.5 Develop a plan for daily entrance and exit of vehicles from the Safe Parking Site and establish specific hours of operation for the program that:
  - E.1.5.a Ensures vehicles vacate the premises each morning at a designated time.
  - E.1.5.b Ensures no vehicles are permitted to enter the premises after a designated time each evening.
  - E.1.5.c Ensures there is a policy to address inoperable vehicles.
  - E.1.5.d Ensure all participants are responsible for disposing of garbage in the bins provided and have removed personal belongings.
- E.1.6 Provide supportive services through case management to each enrolled guest. Supportive services may include employment support, housing support, basic needs assessment, and general information and referral.
- E.1.7 Provide all services and written documents at a minimum, in both English and Spanish.
- E.1.8 Implement and enforce all plans and policies for the Safe Parking Program.
- E.1.9 Submit the Safe Parking Daily Participant Information Report and a Monthly Summary to COUNTY. See Section G, REPORTING INSTRUCTIONS & SUBMISSION.
- E.1.10 Coordinate with and oversee any subcontractors involved in the Safe Parking Program.
- E.1.11 Make all program plans, policies, and procedures available to COUNTY upon request.

#### E.2 COMMUNITY COLLABORATION

- E.2.1 Actively seek and leverage funding for the program by reaching out to local philanthropic organizations, soliciting private donations, and engaging local jurisdictions.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.2.2 Develop a plan to provide information and referral of community resources such as, behavioral health and substance abuse treatment to vehicle dwellers.
- E.2.3 Enter client demographics and other basic program data using the Homeless Management Information System (HMIS) and Coordinated Assessment and Referral System (CARS).
- E.2.4 Be responsible for community outreach and education to introduce the program and address any neighborhood concerns. Report back to COUNTY, for pre-review, all community outreach efforts and education plans.
- E.3 SAFETY AND SECURITY
  - E.3.1 Ensure adequate security during hours of operation (7pm to 7am) of the Safe Parking program participants with defined points of contact in cases of emergency and complete the Security Log on the form attached as Exhibit A-1.
    - E.3.1.a Nightly reports should include license plate numbers of each vehicle parked in the lot, assessment of on-site facilities (porta-toilet and dumpster condition), observational comments, and time and name of guard performing the check.
  - E.3.2 **For the Program operated at 2616 First Avenue, maintain a full time, on-site security guard and ensure security guard is present on-site for the purpose of deterring unauthorized parking and maintaining lot safety.**
    - E.3.2.a Monday through Sunday, 7 days a week (including holidays)
    - E.3.2.b 7 PM through 7 AM
  - E.3.3 For the Program operated at 390 Elm Street, maintain a security guard and ensure security guard is present on-site for a total of three hours per night during program hours.
    - E.3.3.a 1 hour at check-in time (7pm)
    - E.3.3.b 1 hour at random during the night
    - E.3.3.c 1 hour at check-out time (7am)
  - E.3.4 Ensure there is no loitering in the proximity of the parking area.
- E.4 HYGIENE
  - E.4.1 For the Program operated at 390 Elm Street, CONTRACTOR shall provide one garbage bin and one porta-toilet which will be serviced weekly.
  - E.4.2 For the Program operated at 390 Elm Street, CONTRACTOR shall provide extended janitorial services to include, but not be limited to clean up of spills, leftover garbage, and dumped items ensuring the parking lot is clean before site owners arrive to work.
- E.5 COUNTY RESPONSIBILITIES:
  - E.5.1 For the Program operated at 2616 First Avenue, County shall provide **garbage service and porta-toilet services** which will be serviced twice weekly.
  - E.5.2 For the Program operated at 2616 First Avenue, County shall provide extended janitorial services to include, but not be limited to clean-up of spills, leftover garbage, and dumped items ensuring the parking lot is clean before employees arrive to work. CONTRACTOR is responsible for ensuring participants clean up personal space per Section E.1.5.d above.

## F. REPORTING INSTRUCTIONS & SUBMISSION

- F.1 CONTRACTOR shall complete the Security Log weekly on the form attached as Exhibit A-1 or accessed online through the share drive.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.2 CONTRACTOR shall provide a monthly summary of supportive case management services provided to program participants for the previous month's service on the Service Data form attached as Exhibit A-2 or accessed online through the share drive. Report shall include service data of case management sessions provided, individuals newly housed, individuals newly employed and other supportive services provided during the month.
- G. PAYMENT PROVISIONS**
- G.1 COUNTY shall pay CONTRACTOR according to the terms set forth in Exhibit B, Section I, PAYMENT BY COUNTY, of this agreement.
- G.2 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred eleven thousand two hundred seventy dollars and zero cents (\$211,270.00)** per Exhibit CC, Budget.
- H. INVOICING INSTRUCTIONS & SUBMISSION**
- H.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed, with the final invoice due no later than July 10, 2022.
- H.2 The invoice shall be submitted on the invoice form set forth in Exhibit D.
- H.3 All original invoices shall be mailed to the Contract Monitor as listed in Section C.

*(end of Exhibit AA)*

MONTEREY COUNTY DEPT OF SOCIAL SERVICES

Orphan Productions

BUDGET - July 1, 2021 - June 30, 2022

CATEGORY	Safe Parking Program	Added Full Time Security at Marina Lot	AMENDED CONTRACT BUDGET
	Original Budget	AMENDMENT	
	\$139,630.00	\$71,640.00	\$211,270.00
Program Director	\$ 19,980.00	\$ -	\$ 19,980.00
Case Manager	\$ 57,720.00	\$ -	\$ 57,720.00
Community Outreach	\$ 178.00	\$ -	\$ 178.00
Lot Security	\$ 14,400.00	\$ 71,640.00	\$ 86,040.00
Direct Financial Assistance	\$ 18,700.00	\$ -	\$ 18,700.00
Program Supplies	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 15,997.00	\$ -	\$ 15,997.00
Accounting	\$ 7,805.00	\$ -	\$ 7,805.00
Indirect cost (not to exceed 10%)	\$ 1,000.00	\$ -	\$ 1,000.00
Hygiene Facilities	\$ 3,600.00	\$ -	\$ 3,600.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 139,630.00	\$ 71,640.00	\$ 211,270.00

Budget Narrative

Expense Category	Line item narrative
Program Director	Program Director will monitor and run the Safe Parking Program in an effort to assure that clients gain access to resources & services to help them transition into more stable housing based on their individual needs. This position is part-time and will be conducted with 15 hours of work weekly, not defined. \$18,000 annual salary plus state and federal payroll taxes at 11%
Case Manager	Case Manager Worker will work to assure that Safe Parking Program clients gain access to resources and services to help them transition into more stable housing based on their individual needs. This position is 1.0 FTE, 40 hours a week at \$25/hour, with no benefits included. Includes state and federal payroll taxes at 11%
Community Outreach	Event planning for program awareness initiatives in neighborhood of parking sites and for other organizations helping homeless, outreach to perspective guests including printing of brochures and business cards
Lot Security	Full-time lot Security
Direct Financial Assistance	Debt relief and emergency funding aimed towards stable car-living, advancement into the workforce, or stable housing assistance. Estimated at \$1,200 per client x 15 participants annually
Program Supplies	Furnishings and supplies needed for operations and case management services including modest meeting space furnishings, lockable file cabinet, and other program office supplies.
Insurance	Insurance to insure lot, board, provide workers comp, meet county insurance requirements (Workers Comp \$129.73*4) (General Liability \$681.75*10) (Auto \$787.44*11)
Accounting	To cover fees related to payroll/quarterly tax documentation and IRS reporting
Indirect cost (not to exceed 10%)	Indirect Administrative Costs, maximum 10% of operational costs
Hygiene Facilities	At 390 Elm Street: provide one porta-toilet which shall be serviced weekly. Also provide extended janitorial services.