

COUNTY OF MONTEREY

AMENDMENT #3 to AGREEMENT #5010-19-185

Veterans Transition Center of California

This Amendment #3 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the Veterans Transition Center of **California**, formerly known as the Veterans Transition Center of Monterey County (hereinafter, "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for the renovation of housing units to create re-entry/transitional housing for formerly incarcerated veterans and the renovation of a common area to be used for administration and residential services for the period of July 1, 2019 to June 30, 2020 with a contract total of \$1,400,000 (hereinafter, "Original Agreement")

WHEREAS, the parties amended the Agreement via Amendment #1 to extend the term to June 30, 2022 with no change to the contract amount.

WHEREAS, the parties amended the Agreement via Amendment #2 to extend the term through **June 30th, 2025**, with no change to the contract amount.

WHEREAS, Veterans Transition Center of Monterey County changed their name to Veterans Transition Center of California effective 7/22/2021 with no change to the federal tax ID.

WHEREAS, an eight (8) bedroom duplex project located at 220/222 Hayes Circle has already been completed.

WHEREAS, Dept. of Veterans Affairs (VA) has identified a prevailing trend where the aging Veteran population will need more Auxiliary Dwelling Units (ADUs) that comply with Americans with Disability Act (ADA) requirements.

WHEREAS, the parties currently wish to amend the Agreement via Amendment #3 to modify the scope and redirect funds to purchase and install two (2) ADUs to increase the capacity of beds for homeless Veterans from twenty (20) to twenty-four (24).

WHEREAS, any remaining funds shall be spent towards improving infrastructure in Martinez Hall, VTC's administrative headquarters. The term period remains through June 30, 2025

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 and in **Amendment #1 and Amendment #2** incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0 Paragraph titled “GENERAL DESCRIPTION” of the Original Agreement is amended to read as follows:** The funding shall be used to **acquire and install two (2) four-bed ADA ADUs, renovate duplex unit (216 / 218 Hayes Circle) to create re-entry/transitional housing for twenty-four (24) homeless and/or formerly incarcerated Veterans annually, and improve infrastructure within** common area (Martinez Hall) to be used for administration and residential services.
2. **Exhibit AAAA reflects the revised scope of work and name change**
3. **Exhibit CCCC and DDDD reflect the new changes per the scope of work.**
4. **Exhibits BB and EE reflect the new name change.**
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #3 and shall continue in full force and effect as set forth in the original Agreement and in Amendment #1 and Amendment #2.
6. A copy of this **Amendment #3** shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

CONTRACTOR:

DocuSigned by:
By: Jean-Jacques Murphy
8033F008721941B
Jack Murphy
Interim Director, MVAO

Date: 3/19/2024 | 1:35 PM PDT

Veterans Transition Center of California
DocuSigned by:
By: Tom Griffin
371A3B3D3424406...
(Chair, President, Vice-President)

2/14/2004
(Print Name & Title)

Date: 2/14/2024 | 4:34 PM PST

DocuSigned by:
By: Kurt Schake
92F0B49EFF9B4FB...
(Secretary, CFO, Treasurer)

Kurt W. Schake, CEO
(Print Name & Title)

Date: 2/14/2024 | 4:40 PM PST

Approved as to Form:

DocuSigned by:



Deputy County Council

Date: 2/15/2024 | 8:10 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:



Auditor-Controller's Office

Date: 2/16/2024 | 7:06 AM PST

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES
and
Veterans Transition Center of California

for

Board of State and Community Corrections Pass Through Project Funding

Jun 1, 2019 – June 30, 2025

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

| <i>COUNTY</i> | <i>CONTRACTOR</i> |
|---|---|
| Jack Murphy, Interim Veteran Services Officer County of Monterey Office of Military & Veterans Affairs 2620 1st Ave, Marina CA 93933 (831) 647-7634 | Kurt Schake, Executive Director Veterans Transition Center of California 220 12 th Street Marina, California 93933 (831) 883-8387 |

B. PURPOSE

The purpose of this agreement is to provide \$1,400,000 of pass-through funding received by **County of Monterey** (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of **California** (VTC) (CONTRACTOR). The funding shall be used to renovate housing units to create re-entry/transitional housing for **twenty-four (24)** formerly incarcerated Veterans annually and to **improve** a common area to be used for administration and residential services.

The renovation period and funding shall be from June 1st, 2019 until June 30th, 2025 or completion of the project, or when available funding has been expended, whichever occurs first. **Thus far, the eight (8) bedroom duplex located at 220/222 Hayes Circle has been completed.** Upon completion of **all additions and** renovations, a minimum of **twenty-four (24)** beds per year will be available to formerly incarcerated Veterans to support re-entry/transition to permanent stable housing.

Through a mutually executed written amendment to the original Agreement, including Amendments 1 and 2, VTC will purchase and install two (2) Auxiliary Dwelling Units (ADUs) in addition to completing the renovation of the duplex at 216/218 Hayes Circle, for a grand total of 24 beds. Due to the prevailing trend identified by the Dept. of Veterans Affairs (VA) on the needs of the aging Veteran population, the project will consist of ADUs that comply Americans with Disability Act (ADA) requirements. The

Veterans Transition Center of California
\$1,400,000
June 1, 2019 – June 30, 2025

ADA compliant ADUs will not only increase the overall VTC bed count, but also give additional flexibility to serve a wider homeless Veteran population and be in line with the VA's "aging in place" strategy for homeless Veteran housing programs. VTC intends to purchase and install two (2) ADUs of four (4) rooms apiece and emplace them per City of Marina permitting requirements. Any remaining funds will be spent towards improving infrastructure in Martinez Hall, VTC's administrative headquarters.

C. RESPONSIBILITIES

CONTRACTOR shall be responsible for the planning, bidding and awarding of sub-contacts within the guidelines established by the COUNTY, legal oversight and responsibility to comply with all Federal, State, and local laws and regulations, the issuing of payments to sub-contractors, and invoicing the COUNTY monthly for expenditures. Specific additional responsibilities include but are not limited to:

- a. Develop and make available detailed plans for each renovation to include the address of each unit to be renovated (including the common area), the specific renovations to be made at each address (to include interior, exterior, structural, electrical, plumbing, etc.), the anticipated timeline for each unit renovation (from day of first work to last day of work), and the anticipated expense for each unit to be renovated. Plans shall adhere to all Federal, State, and local laws and regulations.
- b. Report major modifications to the detailed plans to the COUNTY in writing within five (5) days of identifying the need to modify the plans. Allow the COUNTY thirty (30) days to review the modifications. Major modifications are defined as any renovation work item that impacts an individual budget line-item 10% or greater, changes the anticipated timeline by two (2) weeks or longer, or impacts the number of units upon completion. COUNTY approval is required for any major modification that requires an individual line-item budget change of ten percent (10%) or greater or reduces the number of units available upon completion.
- c. Ensure that the funding is used to renovate a minimum of **one (1) four-bed duplex housing unit, the addition of two (2) four-bed ADUs, and improve the infrastructure** at one (1) common area to be used as an admin and resident support facility.
 - i. **The duplex housing unit to be renovated is identified as 216-218 Hayes Circle, Marina, CA 93933.**
 - ii. **VTC will acquire and emplace two (2) four-bed ADA compliant ADUs on Hayes Circle, Marina CA 93933**
 - iii. **The common area infrastructure improvement is identified as Martinez Hall located at 220 12th Street, Marina, CA 93933.**
- d. Ensure renovations result in the creation of re-entry housing units to provide transitional housing for a minimum of **twenty-four (24)** formerly incarcerated Veterans per year.
- e. Ensure that the renovation project begins no later than June 1, 2019.
- f. Ensure that the renovation project is completed by June 30, 2025 or when all available funding has been spent, whichever occurs sooner.

Veterans Transition Center of California
\$1,400,000
June 1, 2019 – June 30, 2025

- g. Ensure that each renovation project remains within the available funding as identified in the **Budget (EXHIBIT CCCC)**.
- h. Receive, retain, and report on the spending of \$150,000.00 of advanced project funding to be issued to CONTRACTOR at the beginning of the agreement to support payment of immediate expenses directly related to the renovation project as identified in the **Budget (EXHIBIT CCCC)**. A formal monthly print of the account balance on this advanced funding line item shall be provided by CONTRACTOR to the COUNTY with regular monthly invoicing. The account balance will include actual project receipts indicating "PAID" in the amount identified as expensed from this account.

D. PAYMENT PROVISIONS:

1. COUNTY shall apply advance payments to submitted Invoices from CONTRACTOR according to the terms set forth in this agreement.
 - a. CONTRACTOR shall submit an invoice (**EXHIBIT DDDD**) to County's Contract Administrator no later than the tenth (10th) day following the end of the month during which costs were incurred, using the Monthly Invoice (**EXHIBIT DDDD**).
 - b. Invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
2. The initial advance payment of one hundred fifty thousand dollars (\$150,000) from County to CONTRACTOR shall be **paid in full toward prior project costs and invoiced to the County prior to the completion of this Agreement.**
3. **Direct project costs incurred during any period of this Agreement may be invoiced to the County provided billing statements clearly identify the relationship of the expense to a specific line item in the Budget (EXHIBIT CCCC).**

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is one million four hundred thousand dollars (\$1,400,000), between June 1, 2019 and June 30, 2025.

(remainder of this page intentionally left blank)

EXHIBIT BB

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and shall include an invoice number..

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10**. **If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

EXHIBIT BB

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the

EXHIBIT BB

program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBITBB

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT B B

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Kurt Schake** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

EXHIBIT B**VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Veterans Transition Center of **California** **BSCC Renovation Project**

BUDGET

| Category | June 1, 2019 - June 30, 2025 |
|---------------------------------|-------------------------------------|
| Unit 216-218 | \$ 400,000 |
| Unit 220-222 (Completed) | \$ 442,711 |
| Auxiliary Dwelling Units (ADUs) | \$ 450,000 |
| Common Area (Martinez Hall) | \$ 107,289 |
| TOTAL | \$ 1,400,000 |

An advance is issued from County to CONTRACTOR upon execution of this Agreement in the amount of **one hundred fifty thousand dollars (\$150,000)**.

The maximum amount payable by County to CONTRACTOR during the term of this Agreement shall not exceed **one million four hundred thousand dollars (\$1,400,000)**.

County of Monterey Department of Social Services

Veterans Transition Center of California
BSCC Renovation ProjectINVOICE - June 1, 2019 - June 30, 2025

Name of Agency: Veterans Transistion Center of California

Report Month/Year:

Invoice Number:

| Category | Total Budget | Monthly Expense | Accrued Expense | Project Balance |
|--|--------------|-----------------|-----------------|-----------------|
| Unit 216-218 | 400,000 | - | 42,319 | \$ 357,681 |
| Unit 220-222 (Completed) | 442,711 | - | 442,711 | \$ - |
| Auxiliary Dwelling Units (ADUs) | 450,000 | - | - | \$ 450,000 |
| Common Area Improvements (Martinez Hall) | 107,289 | - | 52,794 | \$ 54,495 |
| TOTAL | 1,400,000 | - | 537,824 | \$ 862,176 |

| Net Contract Total Advance Amount | Current Advance Payment Amount | Monthly Expense | Balance of Advances |
|-----------------------------------|--------------------------------|-----------------|---------------------|
| | \$ 150,000.00 | \$ - | \$ - |

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: _____

Phone Number: _____

Authorized Signature: _____

Date: _____

County of Monterey Military & Veterans Affairs Office
Authorized Signatures

Date: _____

CERTIFICATION REGARDING LOBBYINGVeterans Transition Center of **California**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Veterans Transition Center of California

Agency/Organization

Date



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: 19-185 ; Amendment No.: 3

- a. Approve and authorize the Director of the Military & Veterans Affairs Office to sign Amendment #3 to Agreement #5010-19-185 with the Veterans Transition Center of California (VTC), to modify the scope and increase the number of beds for homeless veterans from 20 to 28 by adding two (2) four-bed Auxiliary Dwelling Units (ADUs) that comply with Americans with Disabilities Act accessibility requirements. There is no change to the contract amount (\$1,400,000) or term ending date of June 30, 2025, per previous amendments; and
- b. Authorize the Director of the Military & Veteran Affairs office to sign up to three (3) future amendments to this Agreement where the total amendments do not increase current amended contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 12th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 12, 2024.

Dated: March 19, 2024

File ID: A 24-065

Agenda Item No.: 41

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Emmanuel H. Santos, Deputy