

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 1 to Agreement #A-13550

Victory Mission, Inc.

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Victory Mission, Inc. (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for overnight lodging/shelter services and a daytime activity program for homeless men in Monterey County, between the parties executed on July 19, 2017 (hereinafter, "Original Agreement ") by **extending the term through November 30, 2017 to continue overnight shelter services and daytime activity programs for homeless men in Monterey County.** Therefore, the parties agree:

- 1. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the 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 \$58,090.00.

- 2. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from May 30, 2017 to **November 30, 2017**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

- 3. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit CC	Budget
Exhibit DD	Invoice
Exhibit E	Elder Abuse Reporting Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit Requirements
Exhibit H	HIPAA Certification

4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims 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 DD**.

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 **December 10th**. If the Final Invoice is not received by COUNTY by close of business on **December 10th**, 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 the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** 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.

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** 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.

5. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by **Exhibits AA, CC, and DD**, attached.

(remainder of this page intentionally left blank)


If there is any conflict or inconsistency between the provisions of the AGREEMENT or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

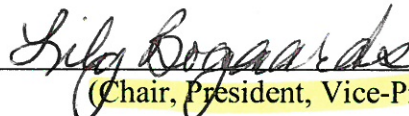
Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

COUNTY OF MONTEREY:

Victory Mission, Inc.:

By: 
Elliott Robinson, Director
Dept. of Social Services

By: 
(Chair, President, Vice-President)

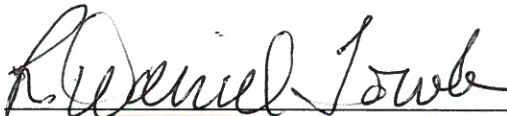
Date: 10/31/17

President Lily Bogaards
(Print Name & Title)

Date: Oct 23, 17

Approved as to Form:

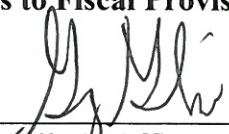

Deputy County Counsel

By: 
(Secretary, CFO, Treasurer)

R. DANIEL Towle - Treasurer
(Print Name and Title)

Date: 10/19/17

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 11/17

SCOPE OF SERVICES/PAYMENT PROVISIONS

VICTORY MISSION, INC

- A. TOTAL FUNDING: \$58,090.00
- B. CONTRACT TERM: May 30, 2017 – **November 30, 2017**
- C. CONTACT INFORMATION:
- County Contract Monitor: Monterey County Department of Social Services
Lauren Suwansupa, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 796-3584 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: Victory Mission, Inc
 Ken Cusson, Executive Director
 PO Box 995 Salinas, CA 93902-0995
 Phone: (831) 424-5688
victorymission43@gmail.com
- Location of Services: Victory Mission
 43 Soledad Street
 Salinas CA 93901
 Phone: (831) 424-5688

D. BACKGROUND

Victory Mission, Inc. is a 501(c)(3) organization which has been serving the poor and the homeless in Salinas for the last 59 years. The agency provides night shelter, clothing, food, personal care hygiene items and blankets.

This year the Monterey County Board of Supervisors approved a shelter extension and the Victory Mission proposed to expand their capacity to accommodate for the temporary arrangement. The agency has vast experience in serving homeless men in this county and through this Agreement, they will serve 20-30 additional single men. This Agreement will alleviate the pressure of not having a place for single homeless men previously using the warming shelter.

The Monterey County Board of Supervisors and the City of Salinas are actively looking for a site where a year-round shelter can be established. This Agreement is the result of the two agencies coming forward to assist with a temporary solution due to the closing of the warming shelter.

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:

CONTRACTOR shall temporarily expand the agency's homeless Day Center from Monday thru Saturday including overnight lodging/shelter services for 20-30 homeless men and provide a daytime activity program for shelter residents.

Hours of operation are as follow:

- Day Center: Monday - Saturday 9:00 am to 5:00 pm
- Overnight lodging provided seven days a week
 - Dinner at 6:15 pm
 - Intake at 7:00 pm
 - Lodging from 7:00pm to 6:30am the following day

F. REPORTING INSTRUCTIONS & SUBMISSION

F.1 CONTRACTOR shall submit a monthly programmatic report describing services performed that includes the following indicators:

- a. Number of Homeless Men Served
- b. Outcomes
- c. Challenges

F.2 First report shall be submitted by July 10, 2017 and every month thereafter no later than the 10th day of the month for statistics from the previous month, with the last report submitted by **December 10, 2017**.

G. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR per the terms set forth in Section 6.0, PAYMENT CONDITIONS, of this Agreement.

G.1 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed fifty-eight thousand ninety dollars (\$58,090.00) as detailed in **Exhibit CC**.

G.2 CONTRACTOR shall submit original signed monthly invoices with supportive documentation setting forth the amount claimed no later than 10 days after the end of each month for expenses incurred in the previous month. The final invoice will be due no later than **December 10, 2017**.

G.3 The invoice shall be submitted on the form set forth in **Exhibit DD**. All original invoices shall be mailed to:

- a. Monterey County Department of Social Services
Attn: **Lauren Suwansupa**
1000 South Main Street, Suite 301
Salinas, CA 93901

May 30, 2017 - November 30, 2017

Agency Name Victory Mission

Expense Categories	Shelter Extension	Total Budget
	\$58,090.00	\$58,090.00
		\$ -
Overnight Lodging/Meals	\$ 8,475.00	\$ 8,475.00
Day Center	\$ 49,115.00	\$ 49,115.00
Day Center Start-up Cost	\$ 500.00	\$ 500.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Program Total	\$ 58,090.00	\$ 58,090.00

Budget Narrative

Expense Category	Line Item narrative
Overnight Lodging/Meals	Overnight lodging per person per night including including bed, linen/blanket service, shower and towel service, toiletry supplies and security plus two meals per day per person.
Day Center	Salaries: 4 FTEs Program assistant @1640X4= \$6,560 Program Director 1 FTE \$1,863, Facilities Cost \$150, Administrative Support \$1,100, Supplies \$150. \$11,463 per month-
Day Center Start-up Cost	To provide materials needed for the Day Center: Tables (4), game/activity materials, newspaper/magazine subscriptions, staff procurement costs.

Funding Source:

Victory Mission, Inc
Monterey County Department of Social Services
May 30, 2017 - November 30, 2017

Invoice Period: _____ Invoice Number: _____

Expense Categories	Total Budget	Shelter Extension	Total Monthly Expenses	To Date Expenses	Balance Remaining
Overnight Lodging/Meals	\$ 8,475.00	-	\$ -	-	\$ 8,475.00
Day Center	\$ 49,115.00	-	\$ -	-	\$ 49,115.00
Day Center Start-Up Costs	\$ 500.00	-	\$ -	-	\$ 500.00
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
	\$ -	-	\$ -	-	-
Total	\$ 58,090.00	\$ -	\$ -	\$ -	\$ 58,090.00
Total Budget	\$ 58,090.00	\$ 58,090.00			
Year to Date					
Balance Remaining		\$ 58,090.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice _____ Title _____ Phone # _____ Authorizing Signature / Date _____

Monterey County Authorized Signature / Date _____
Remit To:
 Victory Mission, Inc
 PO Box 995 Salinas, CA 93902-0995

