

**ORIGINAL**

# COUNTY OF MONTEREY

AMENDMENT # 1 to Agreement #A-13549

## Franciscan Workers of Junipero Serra

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 Franciscan Workers of Junipero Serra (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for overnight lodging/shelter services and a daytime activity program for homeless women in Monterey County, between the parties executed on July 10, 2017 (hereinafter, "Original Agreement ") by **extending the term through November 30, 2017 to continue overnight shelter services and a daytime activity program for homeless women 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 \$167,305.

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 June 7, 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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CC</b>	<b>Budget</b>
<b>Exhibit DD</b>	<b>Invoice</b>
Exhibit E	Child Abuse Reporting Certification



Exhibit F	Lobbying Certification
Exhibit G	Audit Requirements
Exhibit H	HIPAA Certification
Exhibit I	Elder Abuse Reporting Certification

4. Sections 1.01, 1.02, 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 (10<sup>th</sup>) 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 10, 2017**. If the Final Invoice is not received by COUNTY by close of business on **December 10, 2017**, 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 payments 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.

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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:

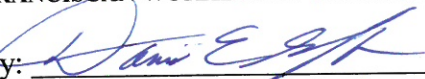
**COUNTY OF MONTEREY:**

By:   
Elliott Robinson, Director  
Dept. of Social Services

Date: 10/31/17

**CONTRACTOR:**

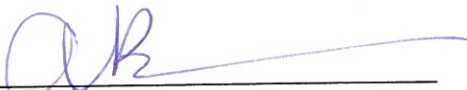
FRANCISCAN WORKERS OF JUNIPERO SERRA

By:   
(Chair, President, Vice-President)

Daniel E Crittice President  
(Print Name & Title)

Date: OCTOBER 27, 2017

**Approved as to Form:**

  
Deputy County Counsel

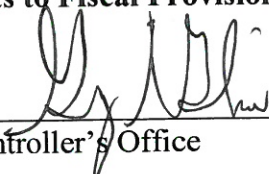
Date: 11-1-17

By:   
(Secretary, CFO, Treasurer)

KEVIN LOTJE, TREASURER  
(Print Name and Title)

Date: 10/27/2017

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 11-1-17



## SCOPE OF SERVICES/PAYMENT PROVISIONS

## FRANCISCAN WORKERS OF JUNIPERO SERRA

- A. TOTAL FUNDING: \$167,305.00
- B. CONTRACT TERM: June 7, 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](mailto:suwansupal@co.monterey.ca.us)
- Contractor Information: Franciscan Workers of Junipero Serra  
Jill Allen, Executive Director  
PO Box 2027 Salinas, CA 93902-2027  
Phone: (831) 578-4198 Fax: (831) 757-2173  
[jill.allen@dorothisplace.org](mailto:jill.allen@dorothisplace.org)
- Location of Services: Dorothy's Place Hospitality Center  
30 Soledad Street Salinas, CA 93901  
Phone: (831) 578-4198 Fax: (831) 757-2173

## D. BACKGROUND

Franciscan Workers of Junipero Serra was incorporated in 1982 to serve the lowest income and most marginalized people in Salinas. It began as a soup kitchen, progressed into providing a day shelter for the homeless, and now provides four (4) core programs from its facility at 30 Soledad Street in the Salinas Chinatown area, known as Dorothy's Place Hospitality Center.

With the closing of the Warming Shelter on May 30, 2017, the City and the County are collaborating in providing a transitional shelter place for single homeless women until a permanent shelter is identified and established. 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 two agencies coming forward to assist with a **temporary solution** through **November 30, 2017** due to the closing of the warming shelter.

## 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 CONTRACTOR shall temporarily expand shelter services for homeless women and provide a daytime activity program for shelter residents.





## SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.2 CONTRACTOR shall operate the “Women Alive!” program to temporarily shelter homeless women serving 120-200 individuals daily. CONTRACTOR shall operate the “Women Alive!” program from 6:30 pm to 6:30 am seven days a week from June 16<sup>th</sup>, 2017 – **November 30<sup>th</sup>, 2017.**
- E.4 CONTRACTOR shall organize volunteer groups to participate in day activities including clean-up crews, security patrols, gardening and shelter assistance. The CONTRACTOR shall pay an incentive of \$10.00 per week to every participant. Day activity hours will be determined by the supervisor but they will be between 8am and 5pm.
- E.5 CONTRACTOR shall train staff, plan programs, prepare facility and do all things necessary to open the shelter for operations on June 16, 2017.

## F. REPORTING INSTRUCTIONS &amp; SUBMISSION

- F.1 CONTRACTOR shall submit a monthly programmatic report describing services performed that includes the following indicators:
- a. Number of Homeless Women Served
  - b. Number of Women Engaged in Case Management Services
  - c. Number of individuals participating in day activities
  - d. Outcomes
  - e. Challenges
- F.2 First report shall be submitted by July 10, 2017 and every month thereafter on the 10<sup>th</sup> day of the month reporting 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 one hundred sixty-seven thousand, three hundred five dollars (\$167,305) per **Exhibit CC, Budget.**
- G.2 Startup costs of twenty thousand six hundred and forty-six dollars (\$20,646) shall be paid upon execution of this Agreement, and will be offset by four thousand one hundred twenty-nine dollars and twenty cents (\$4,129.20) on each monthly invoice beginning with the invoice for expenses incurred in June 2017 and ending with the invoice for expenses incurred in October 2017.



SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.3 CONTRACTOR shall submit original signed monthly invoices with supportive documentation setting forth the amount claimed for expenses during the prior month no later than 10 days after the end of each month. The final invoice will be due no later than **December 10, 2017**.
- G.4 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

*(remainder of this page intentionally left blank)*



June 7, 2017 to **November 30, 2017**

Agency Name Franciscan Workers of Junipero Serra

Expense Categories	Shelter Extension	Total Budget
	\$167,305.00	\$167,305.00
Daytime personnel	\$ 14,062.00	\$ 14,062.00
Daytime supplies and incentive stipends	\$ 11,709.00	\$ 11,709.00
Overnight shelter personnel	\$ 97,779.00	\$ 97,779.00
Overnight shelter supplies	\$ 5,255.00	\$ 5,255.00
Health insurance	\$ 38,500.00	\$ 38,500.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Program Total	\$ 167,305.00	\$ 167,305.00

**Budget Narrative**

Expense Category	Line Item narrative
Daytime personnel	Supervisors: \$15/hr wages plus payroll taxes, workers comp. 7 days per week, <b>up to 5</b> hours/day for 21 weeks = \$11,025 Payroll taxes/workers comp = \$3,037
Daytime supplies and incentive stipends	Incentives for <b>up to 40</b> volunteers, stipends of \$10/week for 21 weeks = \$8,400 These volunteers will be some of the same sheltered individuals and have organized activities such as neighborhood clean up crews, security patrols, gardening and volunteering in the shelters. Supplies = \$3,309
Overnight shelter personnel	Personnel costs for overnight women's shelter, including program director, lead coordinator, and 2-3 overnight shelter coordinators, plus payroll taxes, workers comp Shelter director @ \$30/hr, <b>up to 15hr/wk</b> = \$9,450 Lead coordinator @ \$19/hr, <b>up to 25hr/wk</b> = \$9,975 2 Shelter coordinators @ \$14/hr, <b>up to 11.5 hr/day</b> = \$47,334 1 Shelter coordinator @ \$14/hr, on-call as needed = \$15,000 Payroll taxes = \$5,940 Workers comp = \$10,080
Overnight shelter supplies	Shelter & restroom supplies, \$1051 mo X 5 months = \$5,255
Health insurance	\$7,700/mo for all shelter staff X 5 mo = \$38,500

Funding Source:



**Franciscan Workers of Junipero Serra  
 Monterey County Department of Social Services  
 June 7, 2017 - November 30, 2017**

Invoice Period:

Invoice Number:

Expense Categories	Total Budget	Shelter Extension	Total Monthly Expenses	To Date Expenses	Balance Remaining
Daytime Personnel	\$ 14,062.00		\$ -	\$ -	\$ 14,062.00
Daytime Supplies and Incentive Stipends	\$ 11,709.00		\$ -	\$ -	\$ 11,709.00
Overnight Shelter Personnel	\$ 97,779.00		\$ -	\$ -	\$ 97,779.00
Overnight Shelter Supplies	\$ 5,255.00		\$ -	\$ -	\$ 5,255.00
Health Insurance	\$ 38,500.00		\$ -	\$ -	\$ 38,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 167,305.00	\$ -	\$ -	\$ -	\$ 167,305.00
<b>Start Up Cost Reimbursement</b>		\$ (4,129.20)		\$ (4,129.20)	
<b>Invoice Total to be Paid</b>		\$ (4,129.20)	<b>Amount Repaid</b>	\$ (4,129.20)	
<b>Total Budget</b>		\$ 167,305.00			
<b>Year to Date</b>		\$ -			
<b>Balance Remaining</b>		\$ 167,305.00			

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:**  
 Franciscan Workers of Junipero Serra  
 PO Box 2027 Salinas, CA 93902-2027

