

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #2 to AGREEMENT #A-13791

ORPHAN PRODUCTIONS

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 Orphan Productions (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for management and operation of a Safe Parking and Supportive Services Program for persons living in their vehicles, between the parties executed on December 15, 2017 and amended on January 1, 2019, (hereinafter, "Original Agreement ") by **adding \$40,170 and extending the term through June 30, 2019 thereby increasing the total contract amount to \$171,925**. Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA**, in conformity with the terms of this Agreement. The services are generally described as follows: Manage and operate a Safe Parking and Supportive Services Program for up to fifteen vehicles or more if space allows in the identified COUNTY lot at 2616 First Ave., Marina, CA.

2. 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 AAA**, 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 **\$171,925.00**.

3. 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 November 30, 2017 to **June 30, 2019**, 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 the 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.

4. 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 AAA	Scope of Services/Payment Provisions
Exhibit AA-1	Daily Monitoring Report
Exhibit A-2	Monthly Service Report
Exhibit B	DSS Additional Provisions
Exhibit CCC	Program Budget
Exhibit DDD	Sample Invoice Form
Exhibit E	Lobbying Certification
Exhibit F	Audit Requirements
Exhibit G	HIPPA Certification
Exhibit H	Child Abuse Reporting Certificate
Exhibit I	Elder Abuse Reporting Certificate

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. The invoice shall be submitted in the form set forth in **Exhibit DDD**.

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 CCC**. Only the costs listed in **Exhibit CCC** 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 AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA** 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 **AA**, **CC**, and **DD** of the Original Agreement are rescinded, and replaced by **Exhibits AAA**, **CCC** and **DDD**, attached.

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:

**CONTRACTOR:
ORPHAN PRODUCTIONS**

By: _____
Henry Espinosa, Acting Director
Dept. of Social Services

By:  _____
(Chair, President, Vice-President)

Date: _____

Brian Basari VP Board
(Print Name & Title)

Date: 3/11/2019

Approved as to Form:

 _____
Deputy County Counsel

Date: 3.13.19

By: Sara Myers _____
(Secretary, CFO, Treasurer)

Sara Myers, Treasurer
(Print Name and Title)

Date: 3/11/2019

Approved as to Fiscal Provisions:

 _____
Auditor-Controller's Office

Date: 3/13/19

SCOPE OF SERVICES/PAYMENT PROVISIONS

ORPHAN PRODUCTIONS

A. **TOTAL FUNDING:** \$63,004.35 *November 30, 2017 – June 30, 2018*
\$108,920.65 *July 1, 2018 – June 30, 2019*
 \$171,925.00

B. **CONTRACT TERM:** November 30, 2017 to **June 30, 2019**

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

Location of Services: District 4 Supervisor Office
 2616 First Avenue
 Marina, CA 93933

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. Orphan Productions has also been involved in direct education to U.S. students and children groups concerning the needs of worldwide orphans through groups as varied as the Boy Scouts of America, public and private schools, and the United Nations Children's Fund (UNICEF). Orphan Productions has worked directly in delivering corporate aid from groups that include Newman's Own, Life Is Good, Clif Bar and many others. 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.

Over the past five years, 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,

SCOPE OF SERVICES/PAYMENT PROVISIONS

through a professional social worker, directly assists people living out of their cars in getting on a path to structured safe housing.

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 for up to 15 vehicles or more if space allows in the identified COUNTY lot at 2616 First Avenue, Marina, CA.
 - 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 I, 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

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.
- 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 Information2 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 top COUNTY, for pre-review, all community outreach efforts and education plans.

E.3 SAFETY AND SECURITY

- E.3.1 Develop a site security plan to provide adequate safety during hours of operation of the Safe Parking program with defined points of contact in cases of emergency.
- E.3.2 Hire security guard and ensure security guard is present on-site during daily entry and exit program times, as well as intermittently for a total of three hours on-site per night during program hours.
- E.3.3 Ensure there is no loitering in the proximity of the parking area.

F. COUNTY RESPONSIBILITIES:

- F.1.1 County shall provide one garbage bins and one porta-toilets which will be serviced weekly.
- F.1.2 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.

G. REPORTING INSTRUCTIONS & SUBMISSION

- G.1 CONTRACTOR shall submit the Safe Parking Daily Participant Information report set forth on the form attached as Exhibit AA-1.
- G.2 CONTRACTOR shall submit the Safe Parking Daily Participant Information report (Exhibit AA-1) via email to the County Contract Monitor each week for the previous week's report.
- G.3 CONTRACTOR shall provide a summary of supportive services provided to program participants via email to the County Contract Monitor each month for the previous month's service on the form attached as Exhibit A-2. Report shall include service data of case management sessions provided, individuals newly housed, individuals newly employed and other supportive services provided during the month.

H. PAYMENT PROVISIONS

- H.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- H.2 COUNTY shall pay CONTRACTOR starting costs of fifteen thousand dollars (\$15,000) upon execution of the Agreement.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.3 CONTRACTOR shall invoice COUNTY monthly with expenses. Of those invoiced expenses, one thousand two hundred fifty dollars (\$1,250) shall be subtracted from payment owed on each monthly invoice throughout the term of the Agreement or until the starting costs of fifteen thousand dollars (\$15,000) are paid back to COUNTY. Once the starting costs have been paid back to COUNTY, CONTRACTOR will receive payments as invoiced monthly. **Advance funds have been applied through November 2018 invoices.**
- H.4 The maximum amount payable by COUNTY to CONTRACTOR for the period of November 29, 2017 through June 30, 2018 is **sixty-three thousand four dollars and thirty-five cents (\$63,004.35), per Exhibit CCC – Budget.**
- H.5 The maximum amount payable by COUNTY to CONTRACTOR for the period of July 1, 2018 through June 30, 2019 is **one hundred eight thousand nine hundred twenty dollars and sixty-five cents (\$108,920.65), per Exhibit CCC – Budget.**
- H.6 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred seventy one thousand nine hundred twenty five dollars and zero cents (\$171,925.00) per Exhibit CCC – Budget.**

I. INVOICING INSTRUCTIONS & SUBMISSION

- I.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than **July 10, 2019.**
- I.2 The invoice shall be submitted on the invoice form set forth in **Exhibit DDD.**
- I.3 All original invoices shall be mailed to:
- I.3.1 Monterey County Department of Social Services
c/o Glorietta Rowland
1000 S. Main St, Suite 301
Salinas, CA 93901

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MONTEREY COUNTY DEPT OF SOCIAL SERVICES

Orphan Productions

AMENDMENT #2

November 30, 2017 - June 30, 2019

CATEGORY	Nov 30, 2017 - June 30, 2018	Jul 1, 2018 - Jun 30, 2019	AMENDED CONTRACT BUDGET
	Safe Parking Program \$56,754.35	Safe Parking Program \$115,170.65	
Program Director	\$ 16,344.53	\$ 28,655.47	\$ 45,000.00
Case Manager	\$ 14,496.64	\$ 26,003.36	\$ 40,500.00
Staff Training	\$ -	\$ -	\$ -
Community Outreach	\$ 189.00	\$ 161.00	\$ 350.00
Lot Security	\$ 5,170.00	\$ 14,830.00	\$ 20,000.00
Legal	\$ -	\$ -	\$ -
Hygiene Facility Rental	\$ -	\$ -	\$ -
Accounting	\$ 755.50	\$ 2,244.50	\$ 3,000.00
Direct Financial Assistance	\$ 2,464.18	\$ 19,535.82	\$ 22,000.00
Occupancy	\$ -	\$ -	\$ -
Program Supplies	\$ 120.00	\$ 330.00	\$ 450.00
Insurance	\$ 12,055.00	\$ 12,945.00	\$ 25,000.00
Indirect Costs (max 10%)	\$ 5,159.50	\$ 10,465.50	\$ 15,625.00
TOTAL	\$ 56,754.35	\$ 115,170.65	\$ 171,925.00

<i>Advance Start-Up Costs</i>	\$15,000.00	\$0.00	\$15,000.00
<i>Repaid Costs</i>	-\$8,750.00	-\$6,250.00	-\$15,000.00
<i>Remaining</i>	\$6,250.00		\$0.00

CONTRACT TOTAL	\$ 63,004.35	\$ 108,920.65	\$ 171,925.00
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I hereby certify that this budget is correct and complete to the best of my knowledge.

Person Completing Form: _____

Phone: _____

Date: _____

INVOICE

Remit to:
 Orphan Productions
 484B Washington St #113
 Monterey, CA 93940

Invoice Number: _____

February 2019

Budget Item	Safe Parking Program	Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel				
Program Director	\$ 45,000.00		\$ 28,179.96	\$ 16,820.04
Case Manager	\$ 40,500.00	\$ -	\$ 29,408.33	\$ 11,091.67
<i>Total Program Personnel</i>	\$ 85,500.00	\$ -	\$ 57,588.29	\$ 27,911.71
Operating Costs				
Security	\$ 20,000.00	\$ -	\$ 13,570.00	\$ 6,430.00
Training	\$ -	\$ -	\$ -	\$ -
Community Outreach	\$ 350.00	\$ -	\$ 214.12	\$ 135.88
Legal	\$ -	\$ -	\$ -	\$ -
Accounting	\$ 3,000.00	\$ -	\$ 1,802.50	\$ 1,197.50
Occupancy	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 25,000.00	\$ -	\$ 19,532.09	\$ 5,467.91
Program Supplies	\$ 450.00	\$ -	\$ 311.00	\$ 139.00
<i>Total Operating Costs</i>	\$ 48,800.00	\$ -	\$ 35,429.71	\$ 13,370.29
Indirect Expenses - not to exceed 10%	\$ 15,625.00	\$ -	\$ 10,456.21	\$ 5,168.79
			\$ -	\$ -
Direct Financial Assistance	\$ 22,000.00	\$ -	\$ 11,544.00	\$ 10,456.00
Total Program Costs	\$ 171,925.00	\$ -	\$ 115,018.21	\$ 56,906.79

Monthly Total	\$	Monthly Sum	-	Startup Repayment	Payment Amount	\$	-
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I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: _____

Date: _____

Print Name / Title: _____

Phone: _____

Monterey Co. DSS Authorized Signature: _____

Date: _____