

COUNTY OF MONTEREY

AMENDMENT # 1 to AGREEMENT #5010-19-185

Veterans Transition Center of Monterey County

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 the Veterans Transition Center of Monterey County (hereinafter, "CONTRACTOR").

WHEREAS, This Amendment modifies the agreement for pass-through funding received by Monterey County (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 Monterey County (CONTRACTOR), between the parties executed on June 1st, 2019, (hereinafter, "Original Agreement ") by extending the period of the Agreement to **June 30th, 2022**. 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 AA**, in conformity with the terms of this Agreement. The services are generally described as follows: The funding shall be used to renovate housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

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 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 \$1,400,000.

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 June 1, 2019 to **June 30, 2022** unless sooner terminated pursuant to the terms of this Agreement.

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

4. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement 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	DSES Additional Provisions
Exhibit CC	Budget
Exhibit DD	Invoice
Exhibit E	Lobbying 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. The invoice shall be submitted in the form set forth in **Exhibit DD**.

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.

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:

By: _____
Jason Cameron
Director, MVAO

Veterans Transition Center of Monterey
County

By: _____
DocuSigned by:
Thomas H. Griffin, Board Chair
9A15CA2CA5BB425...
(Chair, President, Vice-President)

Date: _____

(Print Name & Title)
8/26/2020 | 3:11 PM PDT
Date: _____

Approved as to Form:

By: _____
DocuSigned by:
Anne Brenton, County Counsel
07025F3AA36B4A4...
Deputy County Counsel
8/28/2020 | 10:49 AM PDT

By: _____
DocuSigned by:
Ralph Sirtak, Board Treasurer
356ADAE1D9804EE...
(Secretary, CFO, Treasurer)

Date: _____

(Print Name and Title)
8/28/2020 | 9:57 AM PDT
Date: _____

Approved as to Fiscal Provisions:

By: _____
DocuSigned by:
Gary Giboney
D3834BFEC1D8449
Auditor-Controller's Office

Date: 8/28/2020 | 12:05 PM PDT

EXHIBIT AA

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
Veterans Transition Center of Monterey County**

for

Board of State and Community Corrections Pass Through Project Funding

Jun 1, 2019 – June 30, 2022

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

<i>COUNTY</i>	<i>CONTRACTOR</i>
Jason Cameron, Veteran Services Officer Monterey County Office of Military & Veterans Affairs 1200 Aguajito Road, Suite 003 Monterey, California 93940 (831) 647-7619	Kurt Schake, Executive Director Veterans Transition Center of Monterey County 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 Monterey County (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 Monterey County (CONTRACTOR). The funding shall be used to renovate housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate 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, 2022 or completion of the project, or when available funding has been expended, whichever occurs first. Upon completion of renovations, a minimum of twenty (20) 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 this Agreement, an extension of the funding beyond June 30th, 2022 is permitted if unspent funds remain available and at least one project has not been completed by June 30th, 2022. The extension will allow for the unspent funds to be used to until project work is completed, or funds are exhausted, whichever occurs first.

Veterans Transition Center
\$1,400,000
June 1, 2019 – June 30, 2022

EXHIBIT AA**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 two (2) duplex housing units and one (1) common area to be used as an admin and resident support facility.
 - i. The two duplex housing units to be renovated are identified as units 216-218 and 220-222 Hayes Circle, Marina, CA 93933.
 - ii. The common area to be renovated 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 (20) formerly incarcerated veterans per year.
- e. Ensure that the renovation project begins no later than June 1st, 2019.
- f. Ensure that the renovation project is completed by June 30th, 2022 or when all available funding has been spent, whichever occurs sooner.
- g. Ensure that each renovation project remains within the available funding as identified in the **Budget (EXHIBIT CC)**.
- 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 CC)**. 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

Veterans Transition Center
\$1,400,000
June 1, 2019 – June 30, 2022

EXHIBIT AA

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 DD**) 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 DD**).
 - 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 project costs prior 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 CC).**

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 1st, 2019 and June 30th, 2022.

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Veterans Transition Center
\$1,400,000
June 1, 2019 – June 30, 2022

Veterans Transition Center of Monterey County
BSCC Renovation Project

BUDGET

Category	June 1, 2019 - June 30, 2022
Unit 216-218	\$ 400,000
Unit 220-222	\$ 370,000
Common Area (Martinez Hall)	\$ 630,000
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)**.

Monterey County Department of Social Services

Veterans Transition Center of Monterey County
BSCC Renovation Project

INVOICE - June 1, 2019 - June 30, 2022

Name of Agency: Veterans Transition Center of Monterey County

Report Month/Year:

Invoice Number:

Category	Total Budget	Monthly Expense	YTD Expense	Balance
Unit 216-218	\$ 400,000	\$ -	\$ -	\$ 400,000
Unit 220-222	\$ 370,000	\$ -	\$ 259,339	\$ 110,661
Common Area (Martinez Hall)	\$ 630,000	\$ -	\$ -	\$ 630,000
TOTAL	\$ 1,400,000	\$ -	\$ 259,339	\$ 1,140,661

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: Jack Murphy, VTC Deputy DirectorPhone Number: (831) 883-8387 ext 212

Authorized Signature: _____ Date: _____

Date: _____

Monterey County Military & Veterans Affairs Office
 Authorized Signatures