

**ORIGINAL**

## COUNTY OF MONTEREY

### AMENDMENT # 2 to Agreement #A-13787

#### COMMUNITY HOMELESS SOLUTIONS

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 Community Homeless Solutions (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for operations for the Salinas Homeless Shelter, between the parties executed on July 16, 2018 and amended on July 16, 2018 (hereinafter, "Original Agreement") by **adding \$156,200, effective November 1, 2018, to extend operations through February 28, 2019 increasing the total contract amount to \$882,967.** 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 goods and/or services are generally described as follows: operation of a homeless shelter in Salinas, California.

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 **\$882,967.00**

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 **December 1, 2017 through February 28, 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:

<b>Exhibit AAA</b>	<b>Scope of Services/Payment Provisions</b>
<b>Exhibit AAA-1</b>	<b>Report</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CCC</b>	<b>Program Budget</b>
Exhibit D	Invoice
Exhibit D-1	Amendment Invoice
<b>Exhibit DD-1</b>	<b>Amendment Invoice</b>
<b>Exhibit EEE</b>	<b>Occupancy Terms</b>
Exhibit F	Lobbying Certification
Exhibit G	Child Abuse Reporting Cert
Exhibit H	Elder Abuse Reporting Cert
Exhibit I	HIPAA Certification
Exhibit J	Audit Requirements

5. 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/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 Exhibits D, D-1, and **DD-1**.

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 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.

6. Exhibits AA, AA-1, CC, and EE of the Original Agreement are rescinded, and replaced by **Exhibits AAA, AAA-1, CCC, and EEE** attached. **Exhibit DD-1** is hereby added to this Agreement.

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:**

COMMUNITY HOMELESS SOLUTIONS

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Chair, President, Vice-President)

Teresa Erickson, President  
(Print Name & Title)

Date: 10/16/18

**Approved as to Form:**

\_\_\_\_\_  
Deputy County Counsel

Date: 10-15-18

By: \_\_\_\_\_  
(Secretary, CFO, Treasurer)

Jason Chavez, Treasurer  
(Print Name and Title)

Date: 10/15/18

**Approved as to Fiscal Provisions:**

\_\_\_\_\_  
Auditor-Controller's Office

Date: 10-16-18

## SCOPE OF SERVICES/PAYMENT PROVISIONS

## COMMUNITY HOMELESS SOLUTIONS

A. TOTAL FUNDING: \$ 345,957.00 December 1, 2017-May 31, 2018  
 \$ 380,810.00 June 1, 2018-October 31, 2018  
\$ 156,200.00 November 1, 2018-February 28, 2019  
 \$ 882,967.00

B. CONTRACT TERM: December 1, 2017 to **February 28, 2019**

## C. CONTACT INFORMATION:

County Contract Monitor: Monterey County Department of Social Services  
 Lauren Suwansupa, Community Affiliation Manager  
 1000 S. Main Street, Suite 301 Salinas, CA 93901  
 Phone: (831) 755-8492 Fax: (831) 755-8477  
[suwansupal@co.monterey.ca.us](mailto:suwansupal@co.monterey.ca.us)

Contractor Information: Community Homeless Solutions  
 Reyes Bonilla, Executive Director  
 PO Box 1340 Marina, CA 93933  
 Phone: (831) 384-3322 Fax: (831) 384-1308  
[rbonilla@communityhomelessolutions.org](mailto:rbonilla@communityhomelessolutions.org)

Location of Services: Winter Warming Shelter  
 111 W. Alisal Street  
 Salinas CA 93901  
 Phone: (831) 384-3322 Fax: (831) 384-1308

## D. BACKGROUND

Community Homeless Solutions is a non-profit corporation, formed in 1978 under the name Shelter Outreach Plus to offer emergency shelter services to women and children fleeing domestic violence. Since this time, Community Homeless Solutions has grown to become the largest agency serving homeless individuals and families in Monterey County. Community Homeless Solutions currently operates three emergency shelters, four transitional housing programs, a street outreach program, and a Day Center that provides showers, toilets, washer/dryer access and other services to the homeless. Programs and services provide housing to the homeless, emergency shelter to women and children fleeing domestic violence, and an array of support services that enable homeless families and individuals to access food, obtain employment assistance/jobs, and to transition to permanent housing.

Lack of shelter capacity is an identified problem in Monterey County. The Biennial Homeless Census conducted in January 2017 indicated an increase in homelessness countywide. The Salinas Warming Shelter closed in May 2017 further expanding the gap in emergency shelter resources. On September 26, 2017, the Board of Supervisors approved the establishment of Warming Shelter using the former Public Defender's building located at 111 W. Alisal Street in Salinas.

## E. DESCRIPTION OF SERVICES:

## SCOPE OF SERVICES/PAYMENT PROVISIONS

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 Staff and operate the Winter Warming Shelter ("Shelter") at 111 W. Alisal Street, in compliance with **Exhibit EEE – Occupancy Terms**, for the City of Salinas and the County of Monterey in a manner of the utmost cleanliness, with a safety-first approach, with appropriate sanitation practices including custodial services.
- E.2 Ensure Shelter services are Americans with Disabilities Act (ADA) compliant.
- E.3 Operate the Shelter seven days a week, including holidays, from December 1, 2017 **through February 28, 2019**, from 4:00 PM to 8:00 AM unless otherwise extended as agreed upon in writing by all parties. CONTRACTOR shall enforce a check-in cutoff time and guests will not have in and out privileges.
- E.4 Provide security on site ~~twenty-four (24) hours~~ seven (7) days a week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Shelter on the neighboring community.
- E.5 Be responsible for implementing and enforcing a mandatory twenty-four (24) hour-seven (7) days a week no-loitering policy on Shelter property.
- E.6 Prepare to open the Shelter doors each night at 4:00 PM and prepare the room for homeless guests to eat and sleep.
- E.7 Not permit disruptive guests in the Shelter who adversely impact the peace and quiet for others.
- E.8 Not allow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- E.9 Provide clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- E.10 Provide weekly reports including counts and general feedback. CONTRACTOR shall notify the County immediately if the Shelter fills to capacity.
- E.11 Serve approximately 70 individuals and/or family members in the Shelter on any given night.
- E.12 Coordinate the provision of nightly food for overnight guests. Food may be obtained through donations from faith based organizations or other organizations. All dishes and flatware shall be cleaned each night or otherwise (if appropriate) be properly disposed of.
- E.13 Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children. All Salinas Fire Department regulations will be adhered to.
- E.14 Facilitate guests vacating the building and property with all their personal belongings each morning no later than 8:00 AM. Anything left at the premises, at the discretion of CONTRACTOR, will be considered trash and disposed of.
- E.15 Clean the interior floors each day as needed and inspect the perimeter of the Shelter and ensure that all trash is collected.
- E.16 Engage with the Coalition of Homeless Services Providers to gain access to the Homeless Management Information Services (HMIS) and the Coordinated Assessment and Referral System (CARS) to collect and enter the data elements to adhere to Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies.
- E.17 Employ a Shelter Manager with at least two (2) years of shelter management experience.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

## F. PAYMENT PROVISIONS &amp; REPORTING INSTRUCTIONS:

## F.1 County shall pay CONTRACTOR per the terms set forth in Exhibit B - DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

1. Total contractual cost of this project is **\$1,297,010**; the City of Salinas is funding up to **\$414,043** in a separate contract through the City.
2. The maximum amount payable by COUNTY to CONTRACTOR per the period of December 1, 2017 through May 31, 2018 shall not exceed three hundred forty-five thousand nine hundred and fifty-seven dollars (\$345,957) per **Exhibit CCC - Budget**.
3. The maximum amount payable by COUNTY to CONTRACTOR for **Amendment #1** for the period of June 1, 2018 through October 31, 2018 is three hundred eighty thousand eight hundred ten dollars (\$380,810), per **Exhibit CCC – Budget, and shall not exceed:**
  - a. **seventy-three thousand five hundred eighty-eight dollars (\$73,588) for the period of Jun 1, 2018 through June 31, 2018; and**
  - b. **three hundred seven thousand two hundred twenty two dollars (\$307,222) for the period of July 1, 2018 through October 31, 2018 with any remaining funds from this Section (F.F1.3.b.) rolling over to the subsequent funding period beginning November 1, 2018.**
4. The maximum amount payable by COUNTY to CONTRACTOR for the period of November 1, 2018 through February 28, 2019 shall not exceed **one hundred fifty-six thousand two hundred dollars (\$156,200) plus any unspent funds from Section F.F1.3.b. above, per Exhibit CCC - Budget.**
5. The Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **eight hundred eighty-two thousand nine hundred sixty-seven dollars (\$882,967) per Exhibit CCC - Budget.**
6. Starting costs of one hundred seventy-five thousand dollars (\$175,000.00) shall be paid upon execution of the original Agreement, and will be offset by twenty-nine thousand two hundred dollars (\$29,200.00) on one invoice and twenty-nine thousand one hundred sixty dollars (\$29,160.00) on the remaining five monthly invoices throughout the term of the Agreement.

F.2 CONTRACTOR shall submit a detailed summary of the monthly program outcomes using the form set forth as **Exhibit AAA-1, Monthly Information Report**, as part of the supportive documentation included with each monthly invoice.F.3 CONTRACTOR shall submit original signed invoices with supportive documentation, including the **Monthly Information Report (Exhibit AAA-1)**, to the County setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed.

1. The invoice shall be submitted on the form set forth in Exhibit D for the period of December 1, 2017 through May 31, 2018.
2. The invoice shall be submitted on the form set forth in Exhibit D-1 for the period of June 1, 2018 through October 31, 2018.
3. The invoice shall be submitted on the form set forth in **Exhibit DD-1 for the period of November 1, 2018 through June 30, 2019.**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

4. All original invoices shall be mailed to:

Monterey County Department of Social Services  
c/o Lauren C. Suwansupa  
1000 S. Main St, Suite 301  
Salinas, CA 93901

*(remainder of this page intentionally left blank)*

Salinas Winter Warming Shelter Monthly Information Report						
Date	Women	Men	Children	Total	New	Repeated
11/1/2018				0		0
11/2/2018				0		0
11/3/2018				0		0
11/4/2018				0		0
11/5/2018				0		0
11/6/2018				0		0
11/7/2018				0		0
11/8/2018				0		0
11/9/2018				0		0
11/10/2018				0		0
11/11/2018				0		0
11/12/2018				0		0
11/13/2018				0		0
11/14/2018				0		0
11/15/2018				0		0
11/16/2018				0		0
11/17/2018				0		0
11/18/2018				0		0
11/19/2018				0		0
11/20/2018				0		0
11/21/2018				0		0
11/22/2018				0		0
11/23/2018				0		0
11/24/2018				0		0
11/25/2018				0		0
11/26/2018				0		0
11/27/2018				0		0
11/28/2018				0		0
11/29/2018				0		0
11/30/2018				0		0
				0		0
Averages	#DIV/0!	#DIV/0!	#DIV/0!	0.00	0	



Salinas Winter Warming Shelter Monthly Information Report						
Date	Women	Men	Children	Total	New	Repeated
12/1/2018				0		0
12/2/2018				0		0
12/3/2018				0		0
12/4/2018				0		0
12/5/2018				0		0
12/6/2018				0		0
12/7/2018				0		0
12/8/2018				0		0
12/9/2018				0		0
12/10/2018				0		0
12/11/2018				0		0
12/12/2018				0		0
12/13/2018				0		0
12/14/2018				0		0
12/15/2018				0		0
12/16/2018				0		0
12/17/2018				0		0
12/18/2018				0		0
12/19/2018				0		0
12/20/2018				0		0
12/21/2018				0		0
12/22/2018				0		0
12/23/2018				0		0
12/24/2018				0		0
12/25/2018				0		0
12/26/2018				0		0
12/27/2018				0		0
12/28/2018				0		0
12/29/2018				0		0
12/30/2018				0		0
12/31/2018				0		0
Averages	#DIV/0!	#DIV/0!	#DIV/0!	0.00	0	

Salinas Winter Warming Shelter Monthly Information Report						
Date	Women	Men	Children	Total	New	Repeated
1/1/2019				0		0
1/2/2019				0		0
1/3/2019				0		0
1/4/2019				0		0
1/5/2019				0		0
1/6/2019				0		0
1/7/2019				0		0
1/8/2019				0		0
1/9/2019				0		0
1/10/2019				0		0
1/11/2019				0		0
1/12/2019				0		0
1/13/2019				0		0
1/14/2019				0		0
1/15/2019				0		0
1/16/2019				0		0
1/17/2019				0		0
1/18/2019				0		0
1/19/2019				0		0
1/20/2019				0		0
1/21/2019				0		0
1/22/2019				0		0
1/23/2019				0		0
1/24/2019				0		0
1/25/2019				0		0
1/26/2019				0		0
1/27/2019				0		0
1/28/2019				0		0
1/29/2019				0		0
1/30/2019				0		0
1/31/2019				0		0
Averages	#DIV/0!	#DIV/0!	#DIV/0!	0.00	0	

Salinas Winter Warming Shelter Monthly Information Report						
Date	Women	Men	Children	Total	New	Repeated
2/1/2019				0		0
2/2/2019				0		0
2/3/2019				0		0
2/4/2019				0		0
2/5/2019				0		0
2/6/2019				0		0
2/7/2019				0		0
2/8/2019				0		0
2/9/2019				0		0
2/10/2019				0		0
2/11/2019				0		0
2/12/2019				0		0
2/13/2019				0		0
2/14/2019				0		0
2/15/2019				0		0
2/16/2019				0		0
2/17/2019				0		0
2/18/2019				0		0
2/19/2019				0		0
2/20/2019				0		0
2/21/2019				0		0
2/22/2019				0		0
2/23/2019				0		0
2/24/2019				0		0
2/25/2019				0		0
2/26/2019				0		0
2/27/2019				0		0
2/28/2019				0		0
				0		0
				0		0
				0		0
Averages	#DIV/0!	#DIV/0!	#DIV/0!	0.00	0	

## MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

## Community Homeless Solutions

## BUDGET AMENDMENT

December 1, 2017 - February 28, 2019

City of Salinas	12/1/2017 - 5/31/2018	#2 11/1/2018 - 12/31/2018	#2 1/1/2019 - 2/28/2019	TOTAL CITY CONTRIBUTION
	\$254,043.00	\$22,442.00	\$137,558.00	\$414,043.00
Shelter Manager	\$ -	\$ -	\$ -	\$ -
Program Coordinator	\$ -	\$ -	\$ -	\$ -
Housing Specialists	\$ 62,400.00	\$ -	\$ -	\$ 62,400.00
Shelter Support Staff	\$ 160,880.00	\$ -	\$ -	\$ 160,880.00
Clinician	\$ -			\$ -
Payroll Taxes & Benefits	\$ 3,900.00			\$ 3,900.00
Security	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -
Liability Insurance	\$ -	\$ -	\$ -	\$ -
Food	\$ -	\$ -	\$ -	\$ -
HMIS Accessibility	\$ 4,000.00			\$ 4,000.00
RRH Direct Financial Assistance	\$ 22,863.00			\$ 22,863.00
Indirect Costs (max 10%)	\$ -			\$ -
<b>TOTAL</b>	<b>\$ 254,043.00</b>	<b>\$ 22,442.00</b>	<b>\$ 137,558.00</b>	<b>\$ 414,043.00</b>

County of Monterey	County of Monterey 12/1/2017 - 5/31/2018	#1 6/1/2018 - 10/31/2018 AMENDMENT	#2 11/1/2018 - 02/28/2019 AMENDMENT	TOTAL CONTRACT BUDGET
	\$345,957.00	\$380,810.00	\$156,200.00	\$882,967.00
Shelter Manager	\$ 25,200.00	\$ 24,000.00	\$ 18,129.00	\$ 67,329.00
Program Coordinator	\$ 15,470.00	\$ 14,500.00	\$ 12,004.18	\$ 41,974.18
Housing Specialists	\$ -	\$ -	\$ -	\$ -
Shelter Support Staff	\$ -	\$ 135,000.00	\$ 79,874.29	\$ 214,874.29
Clinician	\$ 15,600.00	\$ -	\$ -	\$ 15,600.00
Payroll Taxes & Benefits	\$ 79,965.00	\$ 43,375.00	\$ (12,719.88)	\$ 110,620.12
Security	\$ 96,096.00	\$ 82,500.00	\$ 19,578.00	\$ 198,174.00
Program Supplies	\$ 18,000.00	\$ 9,000.00	\$ 2,206.07	\$ 29,206.07
Liability Insurance	\$ 10,450.00	\$ 10,450.00	\$ (10.84)	\$ 20,889.16
Food	\$ 30,800.00	\$ 28,000.00	\$ 23,664.88	\$ 82,464.88
HMIS Accessibility	\$ -	\$ -	\$ -	\$ -
RRH Direct Financial Assistance	\$ -	\$ -	\$ -	\$ -
Indirect Costs (max 10%)	\$ 54,376.00	\$ 33,985.00	\$ 13,474.30	\$ 101,835.30
<b>TOTAL</b>	<b>\$ 345,957.00</b>	<b>\$ 380,810.00</b>	<b>\$ 156,200.00</b>	<b>\$ 882,967.00</b>
			<b>TOTAL: \$</b>	<b>1,297,010.00</b>

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

Person Completing Form: Reyes BonillaPhone: (831) 384-3388

COMMUNITY HOMELESS SOLUTIONS  
Winter Warming Shelter  
June 1, 2018 - February 28, 2019

Exhibit DD-1

INVOICE

Remit to:  
Community Homeless Solutions  
PO Box 1340  
Marina, CA 93933

Exhibit DD-1

Budget Item	FTE	Nov 1, 2018 - Feb 28, 2019 City of Salinas	Nov 1, 2018 - Feb 28, 2019 County of Monterey	Total Line Item Budget	Total Contract To Date Expense	Balance Contract Funds
<b>Program Personnel</b>						
Shelter Manager	1.00	\$ -	\$ 42,129.00	\$ 42,129.00	18,727.20	\$ 23,401.80
Program Coordinator	0.75	\$ -	\$ 26,504.18	\$ 26,504.18	11,728.18	\$ 14,776.00
Housing Specialist	3.00	\$ -	\$ -	\$ -	-	\$ -
Shelter Support Staff	4.00	\$ -	\$ 214,874.29	\$ 214,874.29	98,592.63	\$ 116,281.66
Clinician	0.50	\$ -	\$ -	\$ -	3,234.66	\$ (3,234.66)
Payroll Taxes & Benefits (city)		\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes & Benefits (county)		\$ -	\$ 30,512.13	\$ 30,512.13	13.13	\$ 20,541.99
<b>Total Program Personnel</b>		\$ -	\$ 262,599.11	\$ 262,599.11	142,395.80	\$ 171,766.79
<b>Operating Costs</b>						
Security		\$ 22,442.00	\$ 102,520.00	\$ 124,962.00	\$ 64,944.00	\$ 37,134.00
Program Supplies		\$ -	\$ 11,206.07	\$ 11,206.07	\$ 4,881.80	\$ 6,324.27
Liability Insurance		\$ -	\$ 10,439.16	\$ 10,439.16	\$ 6,379.07	\$ 4,060.09
Food		\$ -	\$ 51,664.88	\$ 51,664.88	\$ 17,169.55	\$ 34,495.33
HMIS Accessibility		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operating Costs</b>		\$ 22,442.00	\$ 174,830.11	\$ 197,272.11	\$ 93,374.42	\$ 82,013.69
Indirect Expenses - not to exceed 10%		\$ -	\$ 47,459.30	\$ 47,459.30	\$ 19,894.98	\$ 27,564.32
<b>Total Program Costs</b>		\$ 22,442.00	\$ 537,010.00	\$ 559,452.00	\$ 255,665.20	\$ 281,344.80

City of Salinas Total	Payment Amount	Paid to Date	Balance
	\$ -	\$ -	\$ 22,442.00
County of Monterey Total	Payment Amount	Paid to Date	Balance
	\$ -	\$ 255,665.20	\$ 281,344.80

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: \_\_\_\_\_

## Occupancy Terms

### I. PURPOSE

111 W. Alisal Street, Salinas CA 93901 (The Premises) shall be used by CONTRACTOR as set forth herein to administer CONTRACTOR's program that provides a winter warming shelter (hereinafter, "Program").

### II. FINANCIAL ARRANGEMENTS

- A. COUNTY shall allow CONTRACTOR to the right of use, quiet enjoyment, and possession of the Premises for the purposes of the Shelter program described in this Agreement.
- B. CONTRACTOR shall reimburse the COUNTY for any costs incurred by the COUNTY for damages caused as a direct result of CONTRACTOR's use of the Premises and areas appurtenant to the Premises.
- C. COUNTY is allowing CONTRACTOR to occupy the Premises on an "As-Is" condition. CONTRACTOR shall make no alterations to the Premises without prior written consent of the COUNTY.
- D. COUNTY and CONTRACTOR services and utilities responsibilities for the Premises shall be in accordance with Section V of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through this Agreement and shall be included in **Exhibit CCC, Budget**, of this Agreement.
- E. COUNTY and CONTRACTOR repair and maintenance responsibilities for the Premises shall be in accordance with Section VI of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through this Agreement and shall be included in **Exhibit CCC, Budget**.

### III. MANAGEMENT AND COORDINATION

- A. On-site management of CONTRACTOR's Program, including services, shall be the sole responsibility of CONTRACTOR.
- B. CONTRACTOR shall manage all repairs for projects costing up to one thousand dollars (\$1,000) including but limited to plumbing and electrical. For repairs to items listed as COUNTY and CONTRACTOR responsibility in this Agreement, including Section VI of this Exhibit, CONTRACTOR shall proceed with securing repairs costing up to one thousand dollars (\$1,000) WITHOUT prior approval by the COUNTY. All repairs that are CONTRACTOR responsibility per Section VI of this

## **EXHIBIT EEE**

exhibit costing over one thousand dollars (\$1,000) must be pre-approved in writing by County Facilities Manager or her designee.

- a. CONTRACTOR shall notify COUNTY Facilities Manager via email, as soon as reasonably possible, of any repairs under one thousand dollars (\$1,000) that were performed that were not pre-approved by COUNTY.
- b. CONTRACTOR shall provide a monthly summary report to COUNTY Facilities Manager of all maintenance, repairs, other building issues, and resolutions by the tenth day of the month for the previous month.
- C. All official correspondence shall be mailed to the parties at their respective addresses as listed in the Notices provision (Section IV) of this Agreement.
- D. CONTRACTOR shall follow all COUNTY rules and regulations in Section VII of this exhibit regarding the use of the Premises.

### **IV. NOTICE PROVISION**

Any official notice or other correspondence which either party is required to give relating to the terms of this exhibit shall be given by secure electronic mail or certified mail to the COUNTY and CONTRACTOR at the addresses listed below:

**To COUNTY:**

Kim Petty, Facilities Manager  
Department of Social Services  
1000 S. Main Street Ste. 304  
Salinas, CA 93901  
[PettyK@co.monterey.ca.us](mailto:PettyK@co.monterey.ca.us)

**To CONTRACTOR:**

Reyes Bonilla  
Community Homeless Solutions  
P. O. Box 1340  
Marina, CA 93933  
[rbonilla@communityhomelessolutions.org](mailto:rbonilla@communityhomelessolutions.org)

*(remainder of this page intentionally left blank)*

## V. SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises:

	COUNTY	CONTRACTOR
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises		X
Provide adequate custodial service for the interior of the Premises		X
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building (including steam cleaning or pressure washing sidewalks)		X
Professionally clean carpets, rugs, tile and linoleum flooring		X
Professionally clean existing drapes, blinds, and window shades		X
Professionally clean interior windows (excluding common area)		X
Professionally clean exterior windows		X
Provide adequate pest control for the interior of the Premises		X
Provide adequate pest control for exterior of Premises	X	
Provide adequate landscape maintenance and gardening (including weed abatement)	X	
Provide adequate parking lot area sweeping	X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service	X	
Large item disposal (items that cannot be picked up by regular trash service i.e. mattresses, appliances, etc.)		X
Provide adequate fire sprinkler systems testing	X	
Provide adequate fire alarm systems monitoring	X	
Provide adequate intrusion/security alarm systems monitoring	NA	NA
Provide adequate heating and ventilation systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142	X	
Provide adequate gas utility service	X	
Provide adequate electric utility service	X	
Provide adequate water utility service	X	
Provide adequate telephone and data service (including connection charges)		X



## VI. REPAIRS AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises for repairs and maintenance for jobs totaling over \$1,000:

	COUNTY	CONTRACTOR
Affixed Cabinets	X	
Foundations and Floor Slabs	X	
Exterior and Bearing Walls	X	
Exterior Doors and Hardware	X	
Exterior Windows and Window Frames	X	
Roofs (including replacement if deemed necessary)	X	
Gutters, Drains and Downspouts	X	
Parking Lots	X	
Ceilings (damage due to roof leaks only)	X	
Exterior Walls	X	
Fire Sprinkler Systems	X	
Fire Alarm Systems	X	
Intrusion/Security Alarm Systems	NA	NA
Heating and Ventilation Systems (including replacement if deemed necessary)	X	
Heating and Ventilation control switches, sensors, and thermostats	X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)	X	
Plumbing Systems (including sewer and drain stoppages, and fixtures)	X	
Exterior Lighting (including starters, ballasts, transformers and light switches)	X	
Interior Lighting (including starters, ballasts, transformers and light switches)	X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X
Interior Walls		X
Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible)		X
Interior Doors and Hardware		X
Interior Windows and Window Frames		X
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary and with the understanding that CONTRACTOR pays for moving office furniture and equipment).		X
Base and/or Moldings (including replacement if deemed necessary)		X
Appliances (excluding those listed in Exhibit AAA)		X
Communication Systems (data/telephone cabling, connections and equipment)		X
Maintain exterior of Premise including area around the dumpster and within fenced areas in a clean, safe, sanitary, and hazard free condition		X

\*Notwithstanding the forgoing, CONTRACTOR will pay to COUNTY the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of CONTRACTOR, its agents, employees, contractors, guests, or invitees.

## VII. COUNTY'S RULES AND REGULATIONS

1. No sign or notice shall be displayed by CONTRACTOR outside of the Premises without written consent of COUNTY. If approval is not given, COUNTY shall have the right to remove such sign or notice without notice to CONTRACTOR and at the expense of the CONTRACTOR. All signs on access doors to the Premises shall be approved by COUNTY. CONTRACTOR's standard company sign on the main door to the Premises

## **EXHIBIT EEE**

may be installed at CONTRACTOR's expense. CONTRACTOR may at its expense, install a different sign after receiving written design approval by COUNTY. Design criteria should be obtained from COUNTY in advance.

2. CONTRACTOR shall not place anything within the Premises which may appear unsightly from outside of the Premises.

3. Sidewalks, halls, passages, exits, and entrances, shall not be obstructed by CONTRACTOR, or used for any purpose other than for ingress or egress.

4. CONTRACTOR shall not alter any lock or install any new or additional locks or bolts on any doors or windows without the written consent of COUNTY.

5. The toilet rooms, showers, kitchens, sinks, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were installed.

6. CONTRACTOR shall not mark, drive nails, screw or drill into the partitions, woodwork, or plaster or in any way deface the Premises, except for hanging of small items such as pictures with nail type of hangers, without COUNTY's approval.

7. No unusually large or heavy equipment shall be brought into the Premises without prior notice to COUNTY, and all moving of the same into or out of the Premises shall be done at such time and such a manner as COUNTY shall designate.

8. All damage done to the Premises by moving or maintaining any such equipment shall be repaired at the expense of CONTRACTOR.

9. CONTRACTOR shall not use the Premises in a manner offensive or objectionable to the COUNTY by reason of noise, odors, and/or vibrations, or interfere in any way with neighboring businesses or those having business herein, nor shall any animals or birds be brought in or about the Premises.

10. CONTRACTOR shall not use or keep on the Premises any foul or noxious gas, kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by COUNTY.

11. COUNTY will direct electricians as to where and how telephone wires are to be installed. No changing of wires will be allowed without the written consent of the COUNTY. The location of the telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of COUNTY.

12. No aerial satellite dish or other item shall be erected on the roof or exterior walls of the complex, or on the grounds without, in each instance, the written consent of the COUNTY. Any such item so installed without such written consent shall be subject to removal without notice at any time.

## **EXHIBIT EEE**

13. No loud speakers, televisions, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of the COUNTY.

14. Any person whose behavior that causes injury or insult and/or whose presence on the Premises may in the judgment of the COUNTY be prejudicial to the safety, character, reputation or interest of the COUNTY or of its CONTRACTORS may be denied access to the Premises or may be ejected therefrom.

15. In case of invasions, mob riot, public excitement, or other emergency, the COUNTY reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the CONTRACTOR and protection of property in the Premises. COUNTY will also direct CONTRACTOR as necessary in an emergency and will not assume any liability for damages suffered by CONTRACTORS as the result of such directions.

16. COUNTY shall schedule meetings as deemed necessary with CONTRACTOR to discuss rules and regulations and address questions and concerns.

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