

COUNTY OF MONTEREY

AMENDMENT #2 to AGREEMENT #5010-19788

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").

WHEREAS, This Amendment modifies the agreement for the operation of a year-round warming shelter in Salinas, California, between the parties originally executed on **June 26, 2019**, (hereinafter, "Original Agreement"),

WHEREAS, The County and CONTRACTOR wish to amend the Original Agreement by adding \$67,859.00 to the current contract to fund services and staff needed to support expanding current warming shelter operations at 111 W. Alisal St. Salinas, CA to 24 hours a day for the duration of the county and state-wide COVID-19 Shelter in Place Crisis, increasing the total contract amount to \$459,459.00. **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: Provide the operation of a year-round warming shelter in Salinas, California and extend normal 7 day a week, year round shelter operations to 24 hours a day for the duration of the state and county-wide COVID-19 shelter in place crisis response.
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 **\$459,459.00**.
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 AAA
Exhibit A-1

Scope of Services/Payment Provisions
Service Report

Exhibit A-2	Quarterly Report
Exhibit B	DSS Additional Provisions
Exhibit CCC	Program Budget
Exhibit DDD	Invoice
Exhibit E	Occupancy Agreement
Exhibit F	Lobbying Certification
Exhibit G	Child Abuse Reporting Certification
Exhibit H	Elder Abuse Reporting Certification
Exhibit I	HIPAA Certification
Exhibit J	Audit Provisions
Exhibit J-1	Schedule of County Programs

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** 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:

Community Homeless Solutions:

By: _____
Lori A. Medina, Director
Director, DSS

Date: _____

DocuSigned by:
By: Teresa Erickson, Board President
07378780A84C4B5
(Chair, President, Vice-President)

Teresa Erickson, President
(Print Name & Title)

5/12/2020 | 5:32 PM PDT
Date: _____

Approved as to Form:

DocuSigned by:
Anne Breton, County Counsel
07025F3A436B4A4
Deputy County Counsel

5/21/2020 | 3:30 PM PDT
Date: _____

DocuSigned by:
By: Jason Chavez, Treasurer
41F1026F38C940F
(Secretary, CFO, Treasurer)

Jason Chavez, Treasurer
(Print Name and Title)

5/21/2020 | 9:44 AM PDT
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Burcu Moua
841G333563B9474
Auditor-Controller's Office

5/22/2020 | 8:48 AM PDT
Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HOMELESS SOLUTIONS

- A. **TOTAL FUNDING:** **\$459,459.00**
\$391,600 County General Funds and HEAP
\$67,859 Emergency HHAP Funds
COVID-19 FEMA Funds
- B. **CONTRACT TERM:** July 1, 2019 to June 30, 2020
- 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: Community Homeless Solutions
 Reyes Bonilla, Executive Director
 PO Box 1340 Marina, CA 93933
 Phone: (831) 384-3322 Fax: (831) 384-1308
rbonilla@communityhomelessolutions.org
- Location of Services: Year-Round 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.

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:

- E.1 Staff and operate the 2019-20 Year-Round Warming Shelter ("Shelter") at 111 W. Alisal Street, in compliance with Exhibit E – 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 July 1, 2019 to June 30, 2020, 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 sixteen hours (16) 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

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.
- E.18 Staff and coordinate services to support warming shelter guests' access to a 6-unit shower facility trailer directly adjacent to the shelter facility.
- E.19 Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.
- E.20 **COVID-19 24/7 Emergency Shelter Operations: For the duration of the County and State-wide COVID-19 Shelter in Place orders, CONTRACTOR shall expand upon the homeless services stated above in order to extend normal shelter operations from 16 hours to 24 hours a day seven days a week.**

F. PAYMENT PROVISIONS & 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 cost of this project is \$783,200.00; the City of Salinas is funding up to three hundred ninety-one thousand six hundred dollars and zero cents (\$391,600.00) in a separate contract through the City.
 - 2. Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **four hundred fifty-nine thousand four hundred fifty-nine dollars and zero cents (\$459,459.00) per Exhibit CCC - Budget.**
- F.2 CONTRACTOR shall submit a detailed summary of the monthly program outcomes using the form set forth as Exhibit A-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 A-1), to the County setting forth the amount claimed by the 10th 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 DDD.**
 All original invoices shall be mailed to:
 Monterey County Department of Social Services
 c/o Glorietta Rowland
 1000 S. Main St, Suite 301
 Salinas, CA 93901

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July 1, 2019 - June 30, 2020

Agency Name

Community Homeless Solutions

EXHIBIT CCC

Expense Categories	County of Monterey Current Operations	COVID-19 24/7 Emergency Operations	Total Amended Budget
	\$391,600.00	Amendment	
Shelter Manager	\$ 14,400.00	\$ -	\$ 14,400.00
Program Coordinator	\$ 11,444.10	\$ 1,800.00	\$ 13,244.10
Shower Program Coordinator	\$ 24,000.00	\$ 1,800.00	\$ 25,800.00
Shelter Support Staff	\$ 69,906.00	\$ -	\$ 69,906.00
Shower Program Staff	\$ 30,000.00	\$ -	\$ 30,000.00
Payroll Taxes & Benefits	\$ 28,449.82	\$ 1,890.00	\$ 30,339.82
Security	\$ 84,961.00	\$ 12,840.00	\$ 97,801.00
Shelter Program Supplies and Service	\$ 10,000.00	\$ 3,000.00	\$ 13,000.00
Shower Program Supplies and Service	\$ 7,000.00	\$ -	\$ 7,000.00
Liability Insurance	\$ 7,750.00	\$ -	\$ 7,750.00
Food (meals for shelter guests)	\$ 55,249.08	\$ 53,200.00	\$ 108,449.08
Indirect Costs (max 10%)	\$ 34,316.00	\$ 7,453.00	\$ 41,769.00
	\$ -	\$ -	\$ -
Program Total	\$ 377,476.00	\$ 81,983.00	\$ 459,459.00

Expense Category	Line Item narrative
Shelter Manager	
Program Coordinator	Program Coordinator @ 1.0 FTE x \$26 per hour. Assists the shelter Manager to supervise the day-to-day operations. 24/7 operations (\$26-\$23) x 15 weeks = \$1,800 increase*
Shower Program Coordinator	Shower Program Coordinator @ 1.0 FTE x \$26 per hour. Assists the shelter Manager to supervise the day-to-day operations. 24/7 operations (\$26-\$23) x 15 weeks = \$1,800 increase*
Shelter Support Staff	Normal Operations: Shelter support staff provide direct supervision of clients @ 784 x 365 days. Shelter staff are comprised of four direct support staff who will provide supervision for up to 70 clients from 4 pm to 12 am followed by three overnight awake staff supervising from 12 am to 8 am. One staff member will be assigned to assist with HMIS entry and CARs assessments. 24/7 operations: 2 childcare staff 8hr each. 2 shelter staff per 8hr shift (12 hrs/day childcare x \$13/hr = \$156/day) + (2 x \$13/hr x 24 = \$624/day) = \$780/day staff support. No difference
Shower Program Staff	
Payroll Taxes & Benefits	Payroll taxed and benefits @ 15% and includes FICA, OASDI, & SUI taxes. 24/7 operations increased # of FTEs requiring 20% (5% additional) over 15 weeks to cover benefits -2 FTE managers at 26/hr (\$720) + 3 FTE support staff @ 13/hr (\$1,170)=\$1,890 payroll tax increase *
Security	Normal operations requires security 16 hr/day x \$24/hr = \$384/day. 24/7 operations requires security for an additional 8hrs per day @ \$15/hr = \$120/day. Security costs \$384-\$360 = \$24/day decrease or a \$24 x 107 = \$2,568 cost differential. Additional 8 hrs/day security 8/hr x \$15 x 107 = \$12,840
Shelter Program Supplies and Service	Staff will purchase supplies to include blankets, office supplies, cleaning supplies, vacuums, mats, and program supplies needed to operate the shelter and provide a clean, healthy environment. 24/7 operation + COVID-19 response requires additional basic supplies and vigilant cleaning & sanitizing
Shower Program Supplies and Service	
Liability Insurance	
Food (meals for shelter guests)	Previously, weekend meals are coordinated through donations and weekday meals contracted @ \$5 per person x 4 times per week x 70 people. 24/7 operation requires 3 meals per person per day increasing cost to \$10 pp or an increase of \$5 pp per day (\$5 x 70) x 107 = \$37,450 and \$10 per day weekends x 3 x 70 x 7.5 weeks (\$15,750) to cover cancelled/reduction in donations due to extreme need and reduced capacity experienced by donor organizations. Total addition food costs = \$15,750
Indirect Costs (max 10%)	Indirect costs 10% of total cost.
	*Budget Assumptions: \$13/hr CA min Wage (effective Jan. 1, 2020); FTE supervisory positions \$26/hr (effective Jan 1, 2020), 8 hrs daily operational increase; 24/7 operations effective March 17, date of Monterey County's shelter in place order; FY 2019-2020 24/7 operational increase = 15 weeks + 2 days or 107 days of 24 hours/day operation

Funding Source: County General Funds and State HEAP Funds
Amendment Funding Source: State Emergency HHAP Funds and COVID-19 FEMA

COMMUNITY HOMELESS SOLUTIONS
Year-Round Warming Shelter
July 1, 2019 - June 30, 2020

Exhibit DDD

INVOICE 24-7 COVID-19 Emergency WS Operations

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

Budget Item	FTE	County of Monterey Budget	Monthly Expense	COVID-19 24/7 Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel						
Shelter Manager	1.00	\$ 14,400.00	\$ -	\$ -	\$ 14,400.00	\$ -
Program Coordinator	1.00	\$ 13,244.10	\$ -	\$ -	\$ 11,444.10	\$ 1,800.00
Shower Program Coordinator	1.00	\$ 25,800.00	\$ -	\$ -	\$ 4,800.00	\$ 21,000.00
Shelter Support Staff	3.00	\$ 69,906.00	\$ -	\$ -	\$ 69,748.68	\$ 157.32
Shower Program Staff	1.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
Payroll Taxes & Benefits		\$ 30,339.82	\$ -	\$ -	\$ 28,449.82	\$ 1,890.00
Total Program Personnel		\$ 183,689.92	\$ -	\$ -	\$ 128,842.60	\$ 54,847.32
Operating Costs					\$ -	
Security		\$ 97,801.00	\$ -	\$ -	\$ 97,680.00	\$ 121.00
Shelter Program Supplies & Services		\$ 13,000.00	\$ -	\$ -	\$ 8,489.62	\$ 4,510.38
Shower Program Supplies & Services		\$ 7,000.00	\$ -	\$ -	\$ 2,907.01	\$ 4,092.99
Liability Insurance		\$ 7,750.00	\$ -	\$ -	\$ 13,166.08	\$ (5,416.08)
Food		\$ 108,449.08	\$ -	\$ -	\$ 50,129.08	\$ 58,320.00
Total Operating Costs		\$ 234,000.08	\$ -	\$ -	\$ 172,371.79	\$ 61,628.29
Indirect Expenses - not to exceed 10%		\$ 41,769.00	\$ -	\$ -	\$ 29,589.76	\$ 12,179.24
					\$ -	
					\$ -	
					\$ -	
Total Program Costs		\$ 459,459.00	\$ -	\$ -	\$ 330,804.15	\$ 128,654.85

County of Monterey Total	Payment Amount	Paid to Date	Balance
	\$ -	\$ 330,804.15	\$ 128,654.85

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: _____