

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & CITY OF SOLEDAD

This Amendment #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and the City of Soledad (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for an encampment clean-up of unincorporated areas along and in the riverbed of the Salinas River near the City of Soledad for the period of April 8, 2024 to June 30, 2024 for a contract total of \$25,000.00; and,

WHEREAS, the parties amended the AGREEMENT via AMENDMENT 1 by adding an additional year and \$10,000.00 to the Agreement for an aggregate term of April 8, 2024 to June 30, 2025 and an aggregate total of \$35,000.00; and,

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT 2 to **add \$5,000.00** for CONTRACTOR to provide motel vouchers for encampment occupants for a total contract amount of **\$40,000.00**, and to replace Exhibit A-1 with Exhibit A-2.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, “PAYMENT PROVISIONS”, shall be amended by removing “The total amount payable by County to CONTRACTOR under this agreement shall not exceed \$35,000.00”, and replacing it with “The total amount payable by County to CONTRACTOR under this agreement shall not exceed \$40,000.00.”**
2. **Paragraph 4, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”, shall be amended by removing “Exhibit A-1” and replacing it with “Exhibit A-2”.**
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT, and AMENDMENT 1 dated April 8, 2024, and June 12, 2024, respectively.

This space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

<p>COUNTY ADMINISTRATIVE OFFICE (CAO) Sonia M. De La Rosa, CAO</p> <p>DocuSigned by: <u>Deborah Paolinelli</u> Deborah Paolinelli, Assistant CAO</p> <p>Date: 6/26/2024 6:28 PM PDT</p>	<p>CITY OF SOLEDAD</p> <p>DocuSigned by: <u>Megan Hunter</u> City Manager</p> <p>Date: 6/24/2024 2:52 PM PDT</p>
<p>CONTRACTS/PURCHASING (C/P):</p> <p>DocuSigned by: <u>Debra Wilson PhD</u> Debra R. Wilson, C/P Officer</p> <p>Date: 6/26/2024 6:45 PM PDT</p>	<p>CITY OF SOLEDAD</p> <p>DocuSigned by: <u>Mike Rodriguez, City Attorney</u> City Attorney</p> <p>Date: 6/25/2024 8:55 AM PDT</p>
<p>APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blich, County Counsel</p> <p>DocuSigned by: <u>Anne Brereton</u> Anne Brereton, Deputy County Counsel</p> <p>Date: 6/26/2024 2:00 PM PDT</p>	
<p>APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blich, County Counsel</p> <p>DocuSigned by: <u>David Bolton</u> David Bolton, Risk Manager</p> <p>Date: 6/26/2024 3:45 PM PDT</p>	
<p>APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller</p> <p>DocuSigned by: <u>Jennifer Forsyth</u></p> <p>Date: 6/26/2024 4:34 PM PDT</p>	

Amendment #2 to CAO Homeless Services Program Agreement with the City of Soledad
Term: April 8, 2024 to June 30, 2025

Amendment #2 to CAO Homeless Services Program Agreement with the City of Soledad
Term: April 8, 2024 to June 30, 2025

EXHIBIT A-2

**To Agreement by and between
 CAO -Homeless Services, hereinafter referred to as “COUNTY”
 AND
 City of Soledad “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 SALINAS RIVER ENCAMPMENT DEBRIS AND TRASH REMOVAL PROJECT. The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide motel vouchers, engagement community outreach for encampment occupants, and trash and debris clean-up of encampment areas along and in the Salinas River as located on the map of unincorporated/private areas (Exhibit B) outside the jurisdictional boundaries of the City of Soledad (City) for the purpose of removing multiple abandoned vehicles, large amounts of trash and other unhealthy hazards causing pollution to the river for the safety and wellness of encampment occupants and the community.

The encampment clean-up project services will include the following:

	Salinas River Encampment Debris Removal Project	Performed By CONTRACTOR:
1.	Motel Vouchers for Encampment Occupants <ul style="list-style-type: none"> • Provide temporary housing at local hotels to provide for encampment occupants as necessary. 	City Community Development Department
2.	Encampment Community Outreach: <ul style="list-style-type: none"> • Provide staff to perform outreach and notification to encampment occupants of the plan to remove debris and trash from the area. • Provide staff for onsite support to residents for concerns and questions on the day(s) of clean-up as necessary. • Secure storage unit for encampment occupants’ valuables (if needed) 	City Community Development Department
3.	Outsource Debris and Trash Removal Contracts: <ul style="list-style-type: none"> • Coordinate and outsource services to remove abandoned vehicles and unload trash dumpsters from the targeted area. 	City Public Works Department
4.	Performance of Debris and Trash Removal: <ul style="list-style-type: none"> • Assist with the trash and debris removal. • Inform encampment residents how to reduce excessive debris and illegal dumping for safety to ensure the area remain free of excessive debris and illegal dumping. 	City Police and Fire Department

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed \$40,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

PROJECT SERVICES	Maximum Cost
SALINAS RIVER ENCAMPMENT DEBRIS AND TRASH REMOVAL PROJECT. For the project services, as described in Exhibit A-1, Section A.1.1, to provide motel vouchers & engagement community outreach for encampment occupants and trash & debris clean-up of encampment areas along and in the Salinas River for the purpose of removing multiple unhealthy hazards causing pollution to the river and for the safety and wellness of encampment occupants and the community.	\$40,000.00

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall send invoices by email to the COUNTY CAO Homeless Services Contracts Management Analyst on a form acceptable to setting forth the amounts claimed by the CONTRACTOR for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the COUNTY may require. The Contract Administrator or his or her designee shall certify the invoice within seven (7) business days of receipt of the invoice; either in the requested amount or in such other amount as the COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

NOTES: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services rendered in Fiscal Year 2023-2024 submitted after July 29, 2024, and for payment for services rendered in Fiscal Year 2024-2025 that are submitted after July 29, 2025.