



**SECOND AMENDMENT
TO CONTRACT #16-23-0035-PS**

**BETWEEN THE
COUNTY OF ORANGE**

AND

KINGDOM CAUSES, INC. DBA CITY NET

FOR

COMMUNITY RESOURCE MOBILIZATION AND COORDINATION SERVICES

This AMENDMENT to Contract #16-23-0035-PS, hereinafter referred to as the "Second Amendment," is made between the County of Orange, a political subdivision of the State of California with a place of business at 1300 South Grand Avenue, Building "B," Santa Ana, CA 92705-4407; hereinafter referred to as "COUNTY," and Kingdom Causes, Inc. dba City Net, a non-profit corporation, in the State of California with a place of business at 346 Termino Ave., Long Beach, CA 90814-2836, DUNS Number 361759140; (hereinafter referred to as "**CONTRACTOR**") with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into Contract #16-23-0035-PS (hereinafter referred to as "Original Contract"), for the provision of Community Resource Mobilization and Coordination Services activities commencing October 1, 2016 and terminating September 30, 2018 in the amount of \$300,000.00; and

WHEREAS, COUNTY and CONTRACTOR executed the First Amendment to increase the Original Contract in the amount of \$15,000, for a new maximum obligation of \$315,000; replaced Attachment B - Compensation/Payment with Attachment B -1; and replaced Attachment C – Contractor's Cost Proposal Budget with Attachment C -1; and

WHEREAS, the COUNTY now desires to amend to renew the Original Contract for the period of October 1, 2018, through September 30, 2019 with a monetary amount of \$300,000 and replace Attachment A - Scope of Services with Attachment A-1; and Attachment B-1 Compensation/Payment with B-2; and Attachment C-1 Cost Proposal Budget with C-2; and Attachment D – Staffing Plan with D-1; and

WHEREAS, CONTRACTOR is performing satisfactory as required by the CONTRACT; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

ARTICLES:

1. Paragraph 3 of this contract is amended to extend the term of the contract under fiscal year 2018-2019 beginning October 1, 2018 and ending September 30, 2019.
2. Increase Contract amount by \$300,000 for a maximum funding amount of \$615,000.
3. Attachment A Scope of Services is hereby replaced with Attachment A-1.
4. Attachment B-1 Compensation/Payment is hereby replaced with Attachment B-2.
5. Attachment C-1 Cost Proposal Budget is hereby replaced with Attachment C-2.
6. Attachment D Staffing Plan is hereby replaced with Attachment D-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the ORIGINAL CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Second Amendment on the dates with their respective signatures:

*** KINGDOM CAUSES, INC., dba CITY NET**

By: DocuSigned by:
Brad Fieldhouse
FC94C04501E04B5...

By: DocuSigned by:
David Bader
D66EE0E79ED448B...

Name: Brad Fieldhouse
(Print)

Name: David Bader
(Print)

Title: President/Executive Director

Title: Chairman

Dated: 8/10/2018

Dated: 8/10/2018

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: DocuSigned by:
Jim Wheeler
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Dylan Wright, Director
OC Community Resources

Dated: 9/5/2018

APPROVAL AS TO FORM
COUNTY COUNSEL

By: DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425...
DEPUTY COUNTY COUNSEL

Dated: 8/10/2018



ATTACHMENT A-1
SCOPE OF SERVICES

1. Scope of Services

- A. **Activities**
CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.
- B. **Program Description – Summary**
City Net will oversee and direct all community resource mobilization to enhance The Courtyard project. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors.
- C. **Eligible Participants**
For the purposes of the Program (PROGRAM), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, as further defined in 24 CFR Part 576.2, for reference only.
- D. **Use of Funds**
Funds will be used to provide support services and operations of the program.
- E. **Reporting**
CONTRACTOR is required to submit weekly, monthly and annual reports, as agreed upon with County staff in a form acceptable to OC Community Services. These reports shall include, but are not limited to, number served, housed, units of services etc. Details included in the report will be determined in coordination with COUNTY.

CONTRACTOR will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care system and per 211OC HMIS standards.

CONTRACTOR will also collaborate with COUNTY and 211-Orange County on Coordinated Entry system, HMIS and other Continuum of Care services/efforts.

2. Description of Program

The COUNTY's program is for City Net to oversee and direct all community resource mobilization to enhance The Courtyard project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors.

3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to oversee, direct and coordinate all community resource in the Civic Center Area.

B. Management/Administrative Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Develop and submit policies and procedures for PROGRAM including but not limited to Volunteer Management Plan, Staff Responsibility Matrix and staff coordination.
3. To the extent possible, recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the OC Community Services Program Manager.
4. Be "on-call" 24/7 to the COUNTY Program Manager and related staff for emergencies.
5. Provide Liability and other required insurances.
6. Purchase supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments of sub-CONTRACTORS, if applicable.
8. Track program costs.
9. Provide training as needed staff, community groups and volunteers, as needed and appropriate.
10. Complete report on activities, unduplicated individuals served and costs of operation, as requested by COUNTY.
11. Coordinate with OC Community Services, other County agencies and community-based organizations, as necessary and appropriate.

4. Program Design Deliverables and Tactics

A. Deliverables

1. Coordinate and direct outside donations to The Courtyard including volunteers, meals, emergency supplies, and cash/Gift In Kind.
2. Mobilize at minimum \$4,000 in cash, volunteers and gift-in-kind resources per month and establish and maintain an average \$1,000.00 in expenses per month from "Whatever it Takes" bridge housing fund.
3. House 10 civic center homeless residents monthly and have an additional 50 civic center homeless engaged in active case management.
4. Provide weekly dashboard reports to internal stakeholders.

B. Tactics

1. Community Resource Mobilization
 - a. Ongoing volunteer recruitment, training and support
 - b. Map, enroll, certify and schedule Civic Center nonprofit/faith community service providers
 - c. Create asset maps and schedules of services
2. Participate in collaborative case management with Courtyard clients
 - a. Locate efforts within The Courtyard. Appointments and regular walk-in hours
 - b. Create housing plans and case manage towards street exits
 - c. System integration of all efforts within county Continuum of Care/coordinated entry/HMIS
3. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies, including existing COUNTY agencies at The Courtyard.

The CONTRACTOR shall comply with all State of California and local regulations.

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ATTACHMENT B-2
COMPENSATION / PAYMENT

1. COMPENSATION:

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$300,000 for the period of October 1, 2018 through September 30, 2019, as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. PRICING STRUCTURE:

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the cost reimbursable services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C-2

**CONTRACTOR'S COST PROPOSAL
BUDGET**

1. Budget Summary

A. Anticipated Administration and Program Cost Budget

Project Costs	Total
Project Activity: Salaries and benefits	\$ \$204,431
Project Activity: Program materials and supplies	\$ \$68,569
Project Activity: Administrative costs	\$ \$27,000
Grand Total	\$300,000



ATTACHMENT D-1

STAFFING PLAN

1. Staffing Plan

Project Title: Community Resource Mobilization at The Courtyard

(Include name and classification).

	Classification/Title	FTE
1	Meal Liaison	1.0
2	Meal Liaison	1.0
3	Meal Coordinator	0.6
4	Case Manager	1.0
5	Housing Navigator	0.5
6	Data Entry	0.25
7	Project Director (Meals)	0.1
8	Case Management Director	0.25
9	Supportive Services Director	0.15
	TOTAL	4.85

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.



Certification of Agreements

Date: August 31, 2018

To: Clerk of the Board of Supervisors

From: OCCR/OC Homeless, Housing & Community Development

Re: ASR Control #: 18-000841, Meeting Date 8/28/18 Agenda Item No. # 31

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Jim Wheeler

Name

Continuum of Care Manager

Title

DocuSigned by:

Jim Wheeler

Signature

9/5/2018

Date