



FIRST AMENDMENT
CONTRACT #17-23-0045-PS
BETWEEN
COUNTY OF ORANGE
AND
KINGDOM CAUSES, INC. DBA CITY NET
FOR
SANTA ANA FLOOD CONTROL CHANNEL ENGAGEMENT INITIATIVE SERVICES

This Amendment to Contract #17-23-0045-PS, hereinafter referred to as "First Amendment" is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and Kingdom Causes, Inc. dba City Net, a California non-profit corporation, in the State of California with a place of business at 346 Termino Ave., Long Beach, CA 90814; (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 #17-23-0045-PS, (hereinafter referred to as "Original Contract"), for Santa Ana Flood Control Channel Engagement Initiative Services, commencing on July 1, 2017, and expiring on December 31, 2017, in the amount of \$720,000; and

WHEREAS, COUNTY desires to execute this First Amendment to extend the contract through June 30, 2018, and increase the contract in the amount of \$720,000 for a new maximum obligation of \$1,440,000 and replace Attachment A – Scope of Services with Attachment A-1; replace Attachment B – Compensation/Payment with Attachment B-1; replace Attachment C – Cost Proposal Budget with Attachment C-1; and replace Attachment D – Staffing Plan with Attachment D-1; and

WHEREAS, CONTRACTOR is performing satisfactory as required by the CONTRACT in order to satisfy this Amendment; and

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

1. The Fourth Paragraph in the Recitals Section of the Original Contract shall be amended in its entirety to read as follows:

“**WHEREAS**, the COUNTY has approved \$1,440,000 (One Million Four Hundred Forty Thousand Dollars) to pay CONTRACTOR as specifically described in Compensation/Payment attached hereto as Attachment “B” and incorporated herein; and”

2. The Fifth Paragraph in the Recitals Section of the Original Contract shall be amended in its entirety to read as follows:

“**WHEREAS**, CONTRACTOR agrees to provide Santa Ana Flood Control Channel Engagement Initiative Services for the period of July 1, 2017 through June 30, 2018; and”

3. Paragraph 3 of the Original Contract shall be amended in its entirety to read as follows:

“Contract Term: This CONTRACT shall be effective form July 1, 2017 through June 30, 2018, unless otherwise terminated by the COUNTY.

- A. The COUNTY will reclaim any unused funds for reallocation to other COUNTY approved programs.
 - B. The COUNTY does not have to give a reason, should it decide not to renew.
 - C. Prior to, and at the effective date of the termination of this CONTRACT, CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the support and services to the COUNTY or the COUNTY designated CONTRACTOR, in order to facilitate and effectuate an orderly and systematic transition of the CONTRACTOR’s duties and activities as they pertain under this CONTRACT.
 - D. Upon termination of this CONTRACT, CONTRACTOR shall forthwith deliver to the COUNTY such CONTRACT’s, documents, accounting records, and all other related records pertaining to services provided under this CONTRACT, as may be reasonably requested, and furnish all such information and take all actions as deemed necessary.”
4. Attachment A – Scope of Services is hereby replaced with Attachment A-1.
 5. Attachment B – Compensation/Payment is hereby replaced with Attachment B-1.
 6. Attachment C – Cost Proposal Budget is hereby replaced with Attachment C-1.
 7. Attachment D – Staffing Plan is hereby replaced with Attachment D-1.
 8. 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 First Amendment on the dates with their respective signatures:

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

DocuSigned by:
By: David Bader
DE7B11B16844475...

Name: David Bader

Title: chairman

Dated: 11/16/2017

DocuSigned by:
By: Brad Fieldhouse
FC34C64301E04B3...

Name: Brad Fieldhouse

Title: President/Executive Director

Dated: 11/17/2017

*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: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

DocuSigned by:
By: Carolyn S. Frost
CSAB38D70D0B425...
DEPUTY COUNTY COUNSEL

Dated: 11/16/2017



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

CONTRACTOR will partner with the County of Orange and subcontractor(s) as approved by the COUNTY to lead a geographically focused and daily coordinated campaign of outreach efforts in order to provide comprehensive resources to serve the homeless population currently living within the Santa Ana flood control channel.

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 housing, supportive services, data collection and operations of the program and other services as needed as directed by COUNTY.

E. Reporting

CONTRACTOR is required to submit weekly, monthly and quarterly reports, as agreed upon with County staff in a form acceptable to COUNTY. 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 also collaborate with COUNTY and Continuum of Care services/efforts.

2. Description of Program

CONTRACTOR and its approved subcontractors will partner with COUNTY to lead a geographically focused and daily coordinated campaign of outreach efforts in order to provide comprehensive resources to serve the homeless population currently living within the Santa Ana Flood Control Channel (FCC). By facilitating verifiable street exits from the focus area, this project will seek to utilize new and existing resources throughout the County to assist homeless neighbors onto a path that leads towards permanent housing stability. This project will align with the Orange County Continuum of Care (CoC) and will provide documentation for the project stakeholders as homeless neighbors leave the FCC and accept available resources.

Tactics employed may include but not be limited to: initial dawn-to-dusk contractor presence at FCC, survey of FCC encampments, outreach to and integration of external service providers to provide resources/beds to facilitate street exits, participation in street-level outreach and collaborative case management, coordination of existing and new county-wide street outreach teams, coordination with law

enforcement, host street outreach meetings, census and mapping of all service/non-profit/faith-based providers and service schedules, documentation of all service offerings, establishment of on-site resource connection hub for existing and emerging supportive service efforts, staging areas for consolidation of service providers, consolidation of duplicative efforts, service transition, engagement of community volunteer support, volunteer recruitment and training support, inventory of impacted FCC neighborhood/stakeholders, stakeholder meetings, concerned stakeholder outreach, provision of support services such as relocation, pet care, move-in expenses, program fees, housing subsidies, triage center operation, short-term housing, case management, housing connections and navigation.

3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to oversee, direct and coordinate all community resources in the Santa Ana FCC in the general area from Chapman to Katella Avenue or other areas as directed by COUNTY.

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 OC Community Resources and the Continuum of Care Manager.
4. Be "on-call" 24/7 to the COUNTY Continuum of Care 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 Resources, other County agencies and community-based organizations, as necessary and appropriate.
12. Provide that no services delivered through this agreement are duplicative with other services paid for by the COUNTY or others.
13. Coordinate with COUNTY on locations for storage of property and service intersection.

4. Program Goals and Metrics (Deliverables)

- A. Conduct a followup to previous homeless neighbor census and service provision needs and resource assessment (early January benchmark)
- B. Homeless Street Exits
 1. Coordinate outreach with multiple outreach teams (OC CoC Street Outreach Network, local law-enforcement agencies and community groups)
 2. Engage 500 homeless neighbors in triage/case management activities
 3. 10-15 street exits per month from the FCC through collaborative case management
- C. Community Resource Mobilization
 1. Identify appropriate resource provision locations in coordination with the COUNTY in order to provide coordination
 2. Update asset maps and schedules of onsite services as well as linkage to existing local and regional housing and support services

3. Direct opportunities for ongoing volunteer recruitment, training and support to locations away from the FCC.
 4. Map, enroll and coordinate (new and existing) FCC non-profit, faith-based, community service and other stakeholders.
 5. Respond to hot spots and engage impacted stakeholders i.e. homeless neighbors, providers, contributors and concerned citizens
 6. Daily on-site resource connection hub for all existing and emerging supportive service efforts
 7. Outreach to and meetings with community members, neighbors, and those with interest in activities in the FCC
- D. Operate mobile Triage Center(s) and/or other appropriate facilities for short-term triage/housing, case-management and housing connections (including housing navigation)
- E. Leverage commitments from subcontractor(s) for the set-aside of Permanent Supportive Housing (PSH) units as they become available to be used for clients currently living on the FCC
- F. Leverage funds with gifts, in-kind services and/or volunteer services or cash donations.

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

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ATTACHMENT B-1

COMPENSATION / PAYMENT

1. COMPENSATION:

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$1,440,000 for twelve months as set forth in Attachment A 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-1

**CONTRACTOR’S COST PROPOSAL
BUDGET**

1. Budget Summary – Santa Ana Flood Control Channel Initiative

A. Anticipated Administration and Program Cost Budget for Six Months for the period of July 1, 2017 through December 31, 2017.

Project Costs	Total
<i>City Net</i>	
Project Activity: Salaries and Benefits	\$250,000
Project Activity: Program Management/Compliance/Audit	\$40,000
Project Activity: Program Materials and Supplies	\$30,000
Project Activity: Supportive Services (Including but not limited to relocation, move-in expenses, program fees, housing subsidies, pet care, basic necessities, etc.)	\$110,000
Sub-Total	\$430,000
<i>Subcontractor(s)</i>	
Project Activity: Salaries and Benefits	\$145,000
Project Activity: Triage Center(s) Operations and Supportive Services (Including but not limited to short term housing, case management, housing connections/navigation, etc.)	\$125,000
Project Activity: Program Management/Compliance/Audit	\$20,000
TOTAL	\$720,000

B. Anticipated Administration and Program Cost Budget for Six Months for the period of January 1, 2018 through June 30, 2018.

Project Costs	Total
<i>City Net</i>	
Project Activity: Salaries and Benefits	\$250,000
Project Activity: Program Management/Compliance/Audit	\$52,000
Project Activity: Program Materials and Supplies	\$28,000
Project Activity: Supportive Services (Including but not limited to relocation, move-in expenses, program fees, housing subsidies, pet care, basic necessities, etc.)	\$100,000
Sub-Total	\$430,000
<i>Subcontractor(s)</i>	
Project Activity: Salaries and Benefits	\$145,000

Project Activity: Triage Center(s) Operations and Supportive Services (Including but not limited to short term housing, case management, housing connections/navigation, etc.)	\$125,000
Project Activity: Program Management/Compliance/Audit	\$20,000
Subcontractor(s) Subtotal	\$290,000
GRAND TOTAL	\$720,000

*Line item totals may adjust within total contract amount.



ATTACHMENT D-1

STAFFING PLAN

1. Staffing Plan

Project Title: Santa Ana Flood Control Channel Engagement Initiative

(Include classification).

A. Staffing Plan for the period of July 1, 2017 through December 31, 2017

	Classification/Title
Contractor	
1	Project Director (2)
2	Collaborative Case Manager / Housing Navigator
3	Collaborative Case Manager / Housing Navigator
4	Collaborative Case Manager / Housing Navigator
5	Community Resource Mobilizer
6	Community Resource Mobilizer
7	HMIS Admin./Compliance
Subcontractor(s)	
8	Outreach Case Manager
9	Housing Navigator
10	Substance Abuse Counselor
11	Behavioral Health Therapist
12	Peer Specialist

B. Staffing Plan for the period of January 1, 2018 through June 30, 2018

	Classification/Title
Contractor	
1	Project Director (2)
2	Collaborative Case Manager / Housing Navigator
3	Collaborative Case Manager / Housing Navigator
4	Collaborative Case Manager / Housing Navigator
5	Community Resource Mobilizer
6	Community Resource Mobilizer
7	Data, Outcomes & Performance Reporting
Subcontractor(s)	
8	Outreach Case Manager

9	Housing Navigator
10	Clinical Case Manager
11	Peer Specialist
12	Essential Service Program Manager
13	Rapid Rehousing Program Manager

- C. 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.