

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 10th day of July, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and HOUSING AUTHORITY OF THE CITY OF FRESNO, a public body, corporate and political, whose address is 1331 Fulton Mall, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 17-518, effective October 1, 2017, hereinafter referred to as the "Agreement"; and

WHEREAS, the COUNTY engaged the CONTRACTOR for the purpose of providing housing to families referred by DSS and involved in DSS programs who are in need of temporary housing; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page One (1) beginning with Section One (1), Line Eighteen (18) with the word "CONTRACTOR" and ending on Page One (1), Line Nineteen (19) with the word "herein." be deleted and the following inserted in its place:

"CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Revised Exhibit A, attached hereto and by this reference incorporated herein. "

2. That the following text in the Agreement, Page Three (3) beginning with Section five (5), Line One (1) with the word "5. Compensation" and ending on Page Four (4), Line One (1) with the number "(\$2,263,768)." be deleted and the following inserted in its place:

"5. COMPENSATION

For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Revised Exhibit B, attached hereto and by this reference incorporated herein.

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COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for up to a total of 46 dwellings units, made available by CONTRACTOR based upon a set monthly rate, as indicated in Revised Exhibit B. The COUNTY shall only pay for the units that are available for occupancy. If a unit is uninhabitable or unavailable for occupancy for more than ten (10) business days, the COUNTY shall not be responsible for payment of the units on the eleventh day until the unit is available for occupancy. The rent for that unit shall then be prorated by the number of days, after the first ten (10) business days, that the unit is available for the month. COUNTY shall also be responsible for payment of dedicated space to be utilized by as offices by DSS staff, storage and maintenance and other related uses, as indicated in Revised Exhibit B.

The COUNTY agrees to pay CONTRACTOR for relocation costs as indicated in Revised Exhibit B. Relocation costs are costs related to providing temporary staff, security, and linen services during the relocation of the emergency housing program from the Plaza Terrace site located at 4041 Plaza Drive, Fresno, CA 93702, to the Sierra Terrace site, located at 937 Klette Avenue, Fresno, CA 93706. Relocation costs shall not three (3) months at a maximum cost of Ten Thousand Five Hundred Sixty Three Dollars (\$10,563) a month. The cumulative total of relocation costs shall not be in excess of Thirty One Thousand Six Hundred Eighty Nine Dollars (\$31,689).

Additionally, COUNTY agrees to pay CONTRACTOR the actual costs incurred by CONTRACTOR to repair excessive damages (damages beyond normal wear and tear) to the dwelling units, as set forth in Revised Exhibit B. In no event shall COUNTY pay for repairs of excessive damages in excess of Seven Thousand Five Hundred Dollars (\$7,500) during any twelve month period.

In no event shall the total compensation for the 46 dwelling units, office space, relocation costs and repairs of excessive damages under this Agreement be in excess of: Four Hundred Ninety Eight Thousand Five Hundred One Dollars (\$498,501) for the period of October 1, 2017 through September 30, 2018; Six Hundred Seventy Two Thousand One Hundred Sixty Two Dollars (\$672,162) for the period of October 1, 2018 through September 30, 2019; Six Hundred Ninety One Thousand Two Hundred Fifty Seven Dollars (\$691,257) for the period of October 1, 2019 through September 30, 2020; Seven Hundred Ten Thousand Nine Hundred Twenty Four Dollars (\$710,924) for the period of October 1, 2020 through September 30, 2021; and Seven Hundred Thirty One Thousand

One Hundred Eighty One Dollars (\$731,181) for the period of October 1, 2021 through September 30, 2022. The cumulative total of this Agreement shall not be in excess of Three Million, Three Hundred Four Thousand, Twenty Five (\$3,304,025) as set forth in Revised Exhibit B."

3. That all references in the Agreement to "Exhibit A" shall be changed to read "Revised Exhibit A", which is attached hereto and incorporated herein by this reference.

4. That all references in the Agreement to "Exhibit B" shall be changed to read "Revised Exhibit B", which is attached hereto and incorporated herein by this reference.

5. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend Agreement No. A-17-518, and that upon execution of this Amendment, the original Agreement, and this Amendment, shall together be considered the Agreement.

6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

(Authorized Signature)

Sai Quintero
Chairperson of the Board of
Supervisors of the County of Fresno

Preston Prince CEO/Executive
Print Name & Title Director

P.O. Box 11985

Fresno, CA 93716-1985
Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:

R. Sei Cough
Deputy

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
Organization.: 56107001
Account/Program.: 7870/0

SUMMARY OF SERVICES

ORGANIZATION: Housing Authority of the City of Fresno

PROGRAM: Emergency Housing (El Puente)

ADDRESS: 1331 Fulton Mall, Fresno, CA 93721

SERVICE LOCATION: 4041 Plaza Drive, Fresno, CA 93702 (Oct 2017 – Sept 2018)
937 Klette Avenue Fresno, CA 93706 (Aug 2018 – Sept 2022)

Contact(s): Preston Prince, Executive Director
Shaneece Childress, District Manager

CONTRACT PERIOD: October 1, 2017 – September 30, 2020
October 1, 2020 – September 30, 2021
October 1, 2021 – September 30, 2022

A. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall:

1. Make available a maximum of forty-six (46) dwelling units at the service locations indicated above for the provision of temporary housing and related services for families referred by DSS. At the discretion of DSS, one or more dwelling units may be used as a community room. All dwelling units used for temporary housing shall be furnished; one unit shall be utilized as a laundry facility. Contractor shall also make available space at the service locations for DSS use as offices, storage and maintenance, and other related needs, as necessary.
2. Provide temporary shelter on a twenty-four (24) hour basis to families in need of temporary housing who are placed by DSS.
3. Provide an office assistant on-site for an average of forty (40) hours per week to support the day to day operations of the facility and work with the DSS staff located on-site to assist residents with their housing and ancillary needs.
4. Provide maintenance services for an average of forty (40) hours per week, and emergency maintenance service outside of normal working hours.

5. Provide a laundry facility to all residents of the apartment complex at no charge to the residents.
6. Provide each resident unit with one (1) stove, one (1) refrigerator, two (2) twin beds per bedroom with appropriate mattresses, one (1) dining table in the kitchen area with four (4) chairs and a minimum of one (1) couch in the living room. For dwellings larger than (2) bedrooms, CONTRACTOR shall provide additional chairs as needed. CONTRACTOR shall replace stoves, refrigerators, beds, tables and chairs on an as needed basis. CONTRACTOR shall report to DSS twice annually the inventory and installed replacements of these items.
7. CONTRACTOR shall replace all couches and mattresses as deemed necessary and mutually agreed upon with COUNTY's DSS staff. CONTRACTOR and DSS shall jointly inspect and assess twice annually the condition of all couches and mattresses and establish a feasible schedule for replacement.
8. Provide one (1) pot, one (1) frying pan, four (4) dinner plates, one (1) twin sheet for every bed, four (4) towels and two (2) wash clothes for each unit that requests the items or as requested by the DSS staff on behalf of the resident. For dwellings larger than (2) bedrooms, CONTRACTOR shall provide additional items as needed. CONTRACTOR shall request the resident return all items prior to their departure.
9. Provide security service twenty four (24) hours a day, seven (7) days a week, as defined by: 1) between 9 p.m. to 4 a.m. security personnel will be on the premises; 2) from 4 a.m. to 9 p.m. security will conduct five (5) walk through perimeter checks throughout the day, as mutually agreed upon by with DSS. Changes to security service may be made by mutual agreement with DSS.
10. Attend DSS trainings, as mutually agreed upon with DSS.
11. Provide information to DSS on apartment availability and prorate charges based on availability.
12. Coordinate monthly unit checks with DSS staff to address pest control issues or identify items that need fumigation.

B. COUNTY's RESPONSIBILITIES

COUNTY shall:

1. Establish admittance criteria.
2. Refer and admit clients to the facility.
3. Perform weekly, bi-weekly or monthly housekeeping inspections, depending on the need, and educate residents on maintaining their unit in a clean and sanitary manner.
4. Assign County DSS staff to the project, as necessary.
5. Make unannounced inspections to determine CONTRACTOR's performance.
6. Collect a deposit of One Hundred and No/100 Dollars (\$100.00) from all tenants referred and housed by CONTRACTOR.
7. Pay to CONTRACTOR all or a portion of the deposit required to cover the cost of damages beyond normal wear and tear or the cost of any unreturned items provided by CONTRACTOR. Examples of such costs include the replacement of keys or locks, replacement of windows or window screens.
8. Should a unit incur "excessive damage" that exceeds the cost of \$100.00, CONTRACTOR will be paid all of the tenant's deposit. CONTRACTOR may further invoice the COUNTY for reimbursement of any remaining cost. COUNTY and CONTRACTOR will mutually agree upon what will be acceptable as "excessive damage."
9. CONTRACTOR and DSS shall jointly inspect and assess twice annually the condition of all couches and mattresses and establish a feasible schedule for replacement.

BUDGET

Housing Authority of the City of Fresno - Emergency Housing

Costs	10/1/2017 to 9/30-2018	*10/1/2018 to 9/30/2019	*10/1/2019 to 9/30-2020	*10/1/2020 to 9/30-2021	*10/1/2021 to 9/30-2022	Total
Dwelling Units (maximum 46)	\$453,037	\$625,885	\$643,816	\$662,285	\$681,308	\$3,066,331
Office Space	\$6,275	\$38,777	\$39,941	\$41,139	\$42,373	\$168,505
Excessive Damages	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$37,500
Relocation Costs (July-Sept 2018)	\$31,689					\$31,689
Total Maximum Cost	\$498,501	\$672,162	\$691,257	\$710,924	\$731,181	\$3,304,025

Detail:

For Oct 1, 2017 - Jul 31, 2018: COUNTY will be invoiced based on a monthly dwelling unit rate of \$1,098.82.

For Aug 1, 2018 - Sep 30, 2018: COUNTY will be invoiced based on a monthly dwelling unit rate of \$1,102.34

Office Space - County will be invoiced at a maximum monthly cost of \$3,137.50.

Excessive Damages - Costs will be invoiced based on actual damages as evidenced by CONTRACTOR, and agreed upon by the DSS Director or designee.

Relocation Costs - (July - Sep 2018): COUNTY will be invoiced at a monthly rate of \$10,563.00 for actual relocation costs as deemed needed by DSS, not to exceed \$31,689.00. This includes monthly cost for temporary office support (\$4,330), added security (\$5,815) and linen services family visitations units (\$418).

*For Subsequent 12-month periods: A maximum 3% monthly unit rate increase is indicated above. The actual increase may be lower. CONTRACTOR will provide justification of actual increased costs annually at least sixty (60) days prior to the end of each twelve month period to support the increase in monthly unit rate. Should the monthly unit rate be lower than indicated above, the DSS Director, or designee shall approve such rate and this rate change shall become part of this Agreement. Annual increases shall not be more than 3% of the previous twelve month period approved unit rate. Costs associated with annual increases shall include: payroll, administrative expenses, utilities, maintenance and operations, taxes and insurance. Also included in the unit rate are fixed costs that do not increase year to year.