

AMENDMENT I TO AGREEMENT No. 20-160

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into this 16th day of November, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California, hereinafter referred to as "COUNTY", and **Community Action Partnership of Madera County**, a California Non-Profit Corporation, whose address is 1225 Gill Avenue, Madera, CA 93637, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH:

WHEREAS, COUNTY and SUBRECIPIENT entered into Agreement number 20-160, dated the 28th of April 2020, to provide Emergency Solutions Grant homeless services; and

WHEREAS, COUNTY, through its Department of Social Services (DSS), is the Administrative Entity for Coronavirus Aid, Relief, And Economic Security (CARES) Act Allocation of Emergency Solutions Grant- Coronavirus (ESG-CV) allocated to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD) to administer and implement the Emergency Solutions Grant (ESG) in the Fresno Madera Continuum of Care (FMCoC) jurisdiction, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20; and

WHEREAS, the FMCoC has a need for coordinated homeless services to address homelessness throughout the Counties of Fresno and Madera; and

WHEREAS, COUNTY, as the administrative entity of HCD ESG-CV funding, is required to collaborate and consult with the FMCoC regarding the use of HCD ESG-CV funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, SUBRECIPIENT is willing and able to provide homeless services; and

WHEREAS, COUNTY and SUBRECIPIENT now desire to amend Agreement No. 20-160 regarding changes as stated below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto agree as follows:

- 1. That the existing County Agreement No. 20-160, Page Two (2), Section Two (2)

1 beginning with Line Eighteen (18), with the number “2” and ending on Page Two (2), Line Twenty-
2 Three (23) with the word “performance,” be deleted and the following inserted in its place:

3 “2. **TERM**

4 The term of this Agreement shall commence on April 28, 2020, through and including
5 June 30, 2022. This Agreement may be extended for one (1) additional twelve (12) month period upon
6 approval of both parties no later than thirty (30) days prior to the first day of the next extension period.
7 The Director of the Department of Social Services or designee is authorized to execute such written
8 approval on behalf of COUNTY based on SUBRECIPIENT’s satisfactory performance.”

9 2. That the existing County Agreement No. 20-160, Page Three (3), Section Four (4)
10 beginning with Line Sixteen (16), with the number “4” and ending on Page Four (4), Line Seven (7)
11 with the word “COUNTY,” be deleted and the following inserted in its place:

12 “4. **COMPENSATION**

13 For actual services provided pursuant to the terms and conditions of this Agreement,
14 COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees that SUBRECIPIENT will be
15 reimbursed for its expenses in providing services under this Agreement in accordance with Exhibit B-2,
16 “Budget Summary,” attached hereto and by this reference incorporated herein. Mandated travel shall
17 be reimbursed based on actual expenditures and mileage reimbursement shall be at
18 SUBRECIPIENT’s adopted rate per mile, not to exceed the IRS published rate.

19 In no event shall the cumulative total of this Agreement exceed Seven Hundred
20 Nineteen Thousand, Nine Hundred Ninety-Four and No/100 Dollars (\$719,994.00). For the period April
21 28, 2020 through December 31, 2020, in no event shall services performed under this Agreement be
22 in excess of One Hundred Six Thousand and No/100 Dollars (\$106,000.00). For the period January 1,
23 2021 through November 15, 2021, in no event shall services performed under this Agreement be in
24 excess of One Hundred Forty-Four Thousand and No/100 Dollars (\$144,000.00). For the period
25 November 16, 2021 through June 30, 2022, in no event shall services performed under this
26 Agreement be in excess of Two Hundred Twenty-Four Thousand, Three Hundred Forty-Seven and
27 No/100 Dollars (\$224,347.00). For the period July 1, 2022 through June 30, 2023, in no event shall
28 services performed under this Agreement be in excess of Two Hundred Forty-Five Thousand Six

1 Hundred Forty-Seven and No/100 Dollars (\$245,647.00). Payments by COUNTY shall be in arrears,
2 for services provided during the preceding month, within forty-five (45) days after receipt, verification,
3 and approval of SUBRECIPIENT's invoices by COUNTY.

4 It is understood that all expenses incidental to SUBRECIPIENT'S performance of
5 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
6 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
7 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
8 and conditions of this Agreement shall automatically revert to COUNTY."

9 3. That all references in existing COUNTY Agreement No. 20-160 to Exhibit A shall be
10 changed to read "Exhibit A-2," which is attached hereto and incorporated herein by this
11 reference.

12 4. That all references in existing COUNTY Agreement No. 20-160 to Exhibit B shall be
13 changed to read "Exhibit B-2," which is attached hereto and incorporated herein by this
14 reference.

15 5. COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend
16 Agreement No. 20-160 and, that upon execution of this Amendment I, the original Agreement and this
17 Amendment I, shall together be considered the Agreement.

18 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in
20 full force and effect. This Amendment I shall become effective upon execution on the day first written
21 hereinabove.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first hereinabove written.

ATTEST:

**SUBRECIPIENT:
COMMUNITY ACTION PARTNERSHIP OF
MADERA COUNTY**

Mattie Mendez
Mattie Mendez, Executive Director of
Community Action Partnership of
Madera County

COUNTY OF FRESNO

Steven Brandau
Steven Brandau, Chairman of the Board of
Supervisors of the County of Fresno

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

By: Jose Cruz
Deputy

Mailing Address:
1225 Gill Avenue
Madera, CA 93637
Phone No.: (559) 673-9173
Contact: Executive Director

Fund/Subclass: 0001/10000
Organization: 56107094
Account/Program: 7870
\$182,634

Fund/Subclass: 0001/10000
Organization: 56107092
Account/Program: 7870
\$537,360

DEN:cwc

SUMMARY OF SERVICES

ORGANIZATION: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

SERVICE ADDRESS: 1225 Gill Avenue, Madera, CA 93637

SERVICES: Housing and Community Development Emergency Solutions Grant for Homeless Services in Madera County

TELEPHONE: (559) 673-9173

CONTACT: Mattie Mendez, Executive Director

EMAIL: mmendez@maderacap.org

CONTRACT PERIOD: April 28, 2020 to December 31, 2020
January 1, 2021 to November 15, 2021
November 16, 2021 to June 30, 2022
July 1, 2022 to June 30, 2023 (optional)

CORE SERVICES

Community Action Partnership of Madera County, Inc. (CAPMC) will use the California Department of Housing and Community Development (HCD) Emergency Solutions Grant (ESG), to administer services to homeless individuals and families in Madera County in accordance with ESG regulations. CAPMC will provide the following services to assist homeless individuals attain stable permanent housing: Rapid Rehousing, Homeless Prevention, Emergency Shelter, and Street Outreach. CAPMC will also utilize the Homeless Management Information System (HMIS) approved by the Fresno Madera Continuum of Care to collect and record data.

Two FTE staff will provide ESG services and include an ESG Program Coordinator/ Outreach Worker and an ESG Case Manager/Outreach Worker. These staff will be supervised by CAPMC's Community Services Program Manager to ensure program objectives are met.

CAPMC staff will seek out homeless individuals and families and attempt to provide housing services to participants. CAPMC will provide Emergency Shelter in the form of hotel/motel vouchers when no appropriate emergency shelter is available and will document alternate options attempted. Staff will work with participants to assist with finding, applying for, and obtaining permanent housing. Rapid rehousing financial assistance will be provided as appropriate along with case management services. Staff will meet with program participants at least three times a month in order to ensure

clients are able to achieve their personal goals including obtaining and maintaining permanent housing. Homeless Prevention will be provided to individuals and families at-risk of becoming homeless. The income of all participants must be below 30% of Madera County's median income as determined annually by HUD and must be verified and documented in each case file.

CAPMC will utilize ESG funds to prevent, prepare, and respond to Coronavirus to individuals and families who are homeless or receiving homeless assistance to the extent possible.

TARGET POPULATION

- Individuals and families, defined by 24 CFR 576.2, as homeless or at-risk, with an income below 30% of Madera County's median income.

HOUSING FIRST SERVICES

All services must follow a Housing First model. Compliance with Housing First requires the following: 1. Low barriers to entry; 2. Intake process is expedited, client-centered, and flexible; 3. Access to housing is without preconditions; 4. Families and individuals are connected to permanent housing as early as possible in case planning; 5. Temporary housing/emergency shelter is offered; 6. Services are client-centered and delivered in accordance with evidence-based practices; 7. Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants; and 8. Every effort is made to prevent a return to homelessness.

PROGRESSIVE ENGAGEMENT

Services will be provided in compliance with the Progressive Engagement approach. Progressive Engagement emphasizes the individual needs of each family and seeks to provide the most minimal amount of assistance required, focused on the most urgent and immediate needs. The goal of Progressive Engagement is to empower individuals and families to resolve their own housing crisis to the greatest extent that they are able, build on each household's strengths, and foster self-sufficiency.

To comply with the Progressive Engagement model, CAPMC will provide services to each household based on an individualized assessment of each budget and require that a portion of rental expenses be paid from the program outset, even if that amount is minimal. CAPMC will closely monitor the progress and needs of the household to determine those that require additional assistance and intervene with additional support if a need is identified.

COUNTY RESPONSIBILITIES

The County will meet with CAPMC staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

CAPMC RESPONSIBILITIES

CAPMC shall:

- Provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County by April 1st
- Provide 100% match contribution for all ESG funds requiring match, as notified by the County, and will provide verification of match prior to start of the Fiscal Year or upon request by the County.
- Adhere to all ESG Regulations including but not limited to 24 CFR 576, CCR Title 25, Division 1, Chapter 7, Subchapter 20, CPD Notice 20-08, and CPD Notice 21-05 as appropriate.
- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws and participate in the Coordinated Entry System (CES).
- Utilize the FMCoC CES for all clients served under ESG.
- Complete coordinated entry-approved assessments and enter all required data into HMIS within 72-hours of program entry.
- Provide ESG services described on the previous page under Core Services and as detailed in CAPMC's response to County's RFP 19-011.
- Provide hotel/motel vouchers, in accordance with ESG regulations, to homeless households only when the Emergency Shelter is full.
- Notify the County if a position becomes vacant or if a vacancy is filled within 10 business days of an event.

MONTHLY REPORTS

CAPMC shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.

PERFORMANCE OUTCOMES

The following outcomes are to be met within the specified contract terms:

April 28, 2020 to December 31, 2020

- 15 households assisted with Emergency Shelter
- 10 households assisted with Homeless Prevention Services
- 10 households assisted with Rapid Rehousing financial assistance
- Contact made with 100 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry
- 75% of households assisted will exit to permanent housing

January 1, 2021 to November 15, 2021

- 65 households assisted with Emergency Shelter
- 5 households assisted with Homeless Prevention Services
- 4 households assisted with Rapid Rehousing financial assistance
- 100% of HMIS entries made within 72 hours of program entry
- 75% of households assisted will exit to permanent housing

November 16, 2021 to June 30, 2022

Program Goals:

- 30 households assisted with Emergency Shelter
- 20 households assisted with Homeless Prevention Services
- 5 households assisted with Rapid Rehousing financial assistance
- Contact made with 100 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry

Program Outcomes:

- 75% of households assisted with Emergency Shelter will be assessed and referred for match through the FMCoC Coordinated Entry System
- 75% of households assisted with Emergency Shelter will exit to a permanent housing destination
- 75% of households assisted with Homeless Prevention will retain housing at 6 months after exiting the program
- 60% of all households assisted will be referred to outside services including but not limited to services for physical health, behavioral health, money management, or employment

July 1, 2022 to June 30, 2023

Program Goals:

- 33 households assisted with Emergency Shelter
- 25 households assisted with Homeless Prevention Services
- 9 households assisted with Rapid Rehousing financial assistance
- Contact made with 200 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry

Program Outcomes:

- 75% of households assisted with Emergency Shelter will be assessed and referred for match through the FMCoC Coordinated Entry System
- 75% of households assisted with Emergency Shelter will exit to a permanent housing destination
- 75% of households assisted with Homeless Prevention will retain housing at 6 months after exiting the program
- 60% of all households assisted will be referred to outside services including but not limited to services for physical health, behavioral health, money management, or employment

Community Action Partnership of Madera County Budget

April 28, 2020 - December 31, 2020

Rapid Rehousing	\$	42,400.00
Operational Expenses		
Housing Relocation and Stabilization Services		
Short- and Medium- Term Rental Assistance		
Emergency Shelter	\$	15,900.00
Operational Expenses		
Direct Client Assistance		
Street Outreach	\$	15,900.00
Operational Expenses		
Direct Client Assistance		
Homelessness Prevention	\$	21,200.00
Operational Expenses		
Direct Client Assistance		
Homeless Management Information System (HMIS)	\$	10,600.00
Hardware		
Software		
Training and Technical Assistance		
TOTAL		\$ 106,000.00

Community Action Partnership of Madera County Budget

January 1, 2021 - November 15, 2021

Rapid Rehousing	\$	60,000.00
Operational Expenses		
Housing Relocation and Stabilization Services		
Short- and Medium- Term Rental Assistance		
Emergency Shelter	\$	69,000.00
Operational Expenses		
Direct Client Assistance		
Homelessness Prevention	\$	15,000.00
Operational Expenses		
Direct Client Assistance excluding rental assistance		
TOTAL		\$ 144,000.00

Community Action Partnership of Madera County Budget

November 16, 2021 - June 30, 2022

Rapid Rehousing	\$	21,820.00
Operational Expenses		
Housing Relocation and Stabilization Services		
Short- and Medium- Term Rental Assistance		
Emergency Shelter	\$	80,220.00
Operational Expenses		
Direct Client Assistance		
Street Outreach	\$	41,586.00
Operational Expenses		
Direct Client Assistance		
Homelessness Prevention	\$	55,448.00
Operational Expenses		
Direct Client Assistance		
Homeless Management Information System (HMIS)	\$	25,273.00
Hardware		
Software		
Training and Technical Assistance		
TOTAL		\$ 224,347.00

Community Action Partnership of Madera County Budget

July 1, 2022 - June 30, 2023

Rapid Rehousing	\$	62,000.00
Operational Expenses		
Housing Relocation and Stabilization Services		
Short- and Medium- Term Rental Assistance		
Emergency Shelter	\$	45,912.00
Operational Expenses		
Direct Client Assistance		
Street Outreach	\$	45,912.00
Operational Expenses		
Direct Client Assistance		
Homelessness Prevention	\$	61,216.00
Operational Expenses		
Direct Client Assistance		
Homeless Management Information System (HMIS)	\$	30,607.00
Hardware		
Software		
Training and Technical Assistance		
TOTAL		\$ 245,647.00