

1 **AMENDMENT I TO AGREEMENT**

2 THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into
3 this 30 day of September 2021, by and between the **COUNTY OF FRESNO**, a Political
4 Subdivision of the State of California, hereinafter referred to as "COUNTY," and **RH Community**
5 **Builders**, a California Limited Partnership, whose address is 331 W. Shields, Fresno, CA 93705,
6 hereinafter referred to as "SUBRECIPIENT."

7 **WITNESSETH:**

8 WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement
9 No. D-20-530, effective December 31, 2020, to provide shelter to individuals and families experiencing
10 homelessness during the Novel Coronavirus (COVID-19) pandemic in order to reduce the spread of
11 virus transmission; and

12 WHEREAS, the parties extended the term of Agreement No. D-20-530 for three additional one
13 month period through and including September 30, 2021 through written approval of both parties in
14 accordance with Section Two (2) of Agreement No. D-20-530; and

15 WHEREAS, the COUNTY continues to need low barrier intensive emergency shelter services
16 for individuals and families experiencing homelessness during the COVID-19 pandemic in order to
17 reduce the spread of virus transmission; and

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

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

22 1. That the existing COUNTY Agreement No. D-20-530, Page One (1), Section Two (2)
23 beginning with Line Twenty-Five (25), with the number "2" and ending on Page Two (2), Line Three (3)
24 with the word "performance" be deleted and the following inserted in its place:

25 **"2. Term**

26 The term of this Agreement shall be effective December 31, 2020 through March 31,
27 2022. This Agreement may be extended for one additional six (6) month period from April 1, 2022
28 through and including September 30, 2022 upon the approval of both parties no later than thirty (30)

1 days prior to the first day of the extension period. The Director of the Department of Social Services or
2 designee is authorized to execute such written approval on behalf of COUNTY based on
3 SUBRECIPIENT's satisfactory performance."

4 2. That the existing COUNTY Agreement No. D-20-530, Page Two (2), Section Four (4),
5 beginning with Line Twenty-Six (26), with the number "4" and ending on Page Three (3), Line Twenty-
6 Three (23) with the word "days" be deleted and the following inserted in its place:

7 **"4. Compensation**

8 For actual services provided pursuant to the terms of this Agreement, including Revised
9 Exhibit A, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive
10 compensation in accordance with Revised Exhibit B, "Budget Summary." Mandated travel shall be
11 reimbursed based on actual expenditures and mileage reimbursement shall be at SUBRECIPIENT's
12 adopted rate per mile, not to exceed the IRS published rate.

13 In no event shall the cumulative total of this Agreement exceed Four Million, Nine
14 Hundred Sixty-Two Thousand, Three Hundred Fifty-One and No/100 Dollars (\$4,962,351). In no event
15 shall actual services performed under this Agreement be in excess of One Million, Five Hundred One
16 Thousand, Five Hundred Thirty-Three and No/100 Dollars (\$1,501,533) for the six (6) month
17 cumulative period of December 31, 2020 through June 30, 2021. In no event shall actual services
18 performed under this Agreement be in excess of One Hundred Ninety-Five Thousand, Nine Hundred
19 Eighty-Four and No/100 Dollars (\$195,984) for each one (1) month period from July 1, 2021 through
20 September 30, 2021. In no event shall actual services performed under this Agreement be in excess of
21 One Million, Four Hundred Thirty-Six Thousand, Four Hundred Thirty-Three and No/100 Dollars
22 (\$1,436,433), for the six (6) month cumulative period of October 1, 2021 through March 31, 2022. In
23 no event shall actual services performed under this Agreement be in excess of One Million, Four
24 Hundred Thirty-Six Thousand, Four Hundred Thirty-Three and No/100 Dollars (\$1,436,433), for the six
25 (6) month cumulative period of April 1, 2022 through September 30, 2022. Payments by COUNTY
26 shall be in arrears, for services provided during the preceding month, within forty-five (45) days after
27 receipt, verification, and approval of SUBRECIPIENT's invoices by COUNTY.

28 It is understood that all expenses incidental to SUBRECIPIENT's performance of

1 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
2 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
3 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
4 and conditions of this Agreement shall automatically revert to COUNTY. The services provided by the
5 SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California. In the
6 event that funding for these services is delayed by the State Controller, COUNTY may defer payment
7 to SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding
8 delayed by the State Controller to the COUNTY. The period of time of deferral by COUNTY shall not
9 exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45)
10 days."

11 3. That the existing COUNTY Agreement No. D-20-530, Page Five (5), beginning on Line
12 Twenty-Three (23), with the number "9" and ending on Page Eight (8), Line Four (4) with the word
13 "better" be deleted and the following inserted in its place:

14 **"9. HOLD HARMLESS AND INDEMNIFICATION**

15 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
16 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
18 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
19 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
20 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
21 who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its
22 officers, agents, or employees under this Agreement.

23 The provisions of this Section Five (5) shall survive termination of this Agreement.

24 **10. INSURANCE**

25 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any
26 third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
27 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
28 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any
10 auto used in connection with this Agreement, including both owned and non-owned vehicles.

11 C. Professional Liability

12 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
15 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of
16 three (3) years following the termination of this Agreement, one or more policies of professional liability
17 insurance with limits of coverage as specified herein.

18 D. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

20 E. Additional Requirements Relating to Insurance

21 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance
22 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
23 additional insured, but only insofar as the operations under this Agreement are concerned. Such
24 coverage for additional insured shall apply as primary insurance and any other insurance, or
25 self-insurance, maintained by COUNTY, its officers, agents, and employees shall be excess only and
26 not contributing with insurance provided under SUBRECIPIENT's policies herein. This insurance shall
27 not be cancelled or changed without a minimum of thirty (30) days advance written notice given to
28 COUNTY.

1 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
2 employees any amounts paid by the policy of worker's compensation insurance required by this
3 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may
4 be necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation
5 under this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

6 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
7 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
8 foregoing policies, as required herein, to the County of Fresno,
9 DSSContractInsurance@fresnocountyca.gov, Attention: Contract Analyst, stating that such insurance
10 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
11 employees will not be responsible for any premiums on the policies; that for such worker's
12 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its
13 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
14 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
15 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
16 insofar as the operations under this Agreement are concerned; that such coverage for additional
17 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
18 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
19 provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or
20 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

21 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
22 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
23 Agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of
25 California, and such insurance shall be purchased from companies possessing a current A.M. Best,
26 Inc. rating of A FSC VII or better."

27 4. That all references in existing COUNTY Agreement No. D-20-530 to Exhibit A shall be
28 changed to read "Revised Exhibit A," which is attached hereto and incorporated herein by this

1 reference.

2 5. That all references in existing COUNTY Agreement No. D-20-530 to Exhibit B shall be
3 changed to read "Revised Exhibit B," which is attached hereto and incorporated herein by this
4 reference.

5 6. COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend
6 Agreement No. D-20-530 and, that upon execution of this Amendment I the original Agreement and
7 this Amendment I shall together be considered the Agreement.

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

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

3 ATTEST:

4 **SUBRECIPIENT:**
5 **RH Community Builders**

COUNTY OF FRESNO

6 By: Wayne Rutledge

By: Jean M. Rousseau

7
8 Print Name: Wayne Rutledge

Jean M. Rousseau, Emergency Services
Director/County Administrative Officer of the
County of Fresno

9 Title: Chief Executive Officer
10 Chairman of the Board, or
11 President, or any Vice President

12 By: Brad Hardie

13 Print Name: Brad Hardie

14 Title: President & Secretary
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
any Assistant Treasurer

18 Mailing Address:

19 331 W. Shields Ave.
20 Fresno, CA 93705
21 Phone No.: (559) 314-3914
22 Contact: Executive Director

23 Fund/Subclass: 0001/10000
24 Organization: 56107350
25 Account/Program: 7870

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27 DEN:smd
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SUMMARY OF SERVICES

ORGANIZATION:	RH Community Builders
CONTRACT TERM:	December 31, 2020 through March 31, 2022 April 1, 2022 through September 30, 2022 (Optional)
SERVICE LOCATIONS:	2445 W. Whitesbridge Ave., Fresno, CA 93706 December 31, 2020 through September 30, 2021 – 105 beds October 1, 2021 through September 30, 2022 – 60 beds (45 households) October 1, 2021 through September 30, 2022 – (Isolation up to 10 households)
	2550 W. Clinton Ave., Fresno, CA 93705 December 31, 2020 through March 31, 2021- 120 beds
TELEPHONE:	(585) 314-3914
CONTACT:	Kathryn Wilbur
EMAIL:	katie@rhcbfresno.com
CONTRACT:	Emergency COVID-19 Shelter

DESCRIPTION OF SERVICES, DECEMBER 31, 2020 THROUGH SEPTMBER 30, 2021

RH Community Builders (RHCB) will provide emergency shelters including individual rooms or private accommodations for individuals experiencing homelessness. Beginning December 31, 2020 through March 31, 2021, RHCB will provide 201 beds across two sites for homeless individuals throughout metro Fresno. Effective April 1, 2021, the services provided by RHCB will be reduced, resulting in RHCB providing 105 beds at one site (the Whitesbridge Avenue site). The shelters are intended to provide a safe environment for homeless individuals during the COVID-19 State of Emergency.

RHCB will provide Navigation staff, including a minimum of two Housing Navigators, in alignment with the existing Multi-Agency Access Program (MAP) in the community. Services shall include client screenings to determine needs, assistance in obtaining documents, linking clients to appropriate services based on the initial screening, collaborating with other service providers to monitor client success, maintaining agency relationships, employing evidence based practices in screening and serving clients, and utilizing the standardized MAP Point Community Screening Tool.

Additionally, RHCB will provide monitoring services and meals to individuals that are homeless and require quarantine due to testing positive for novel coronavirus (COVID-19) or awaiting test results. Meal services will be limited to up to three meals for up to 20 individuals per day.

DESCRIPTION OF SERVICES, OCTOBER 1, 2021 THROUGH MARCH 31, 2022 (APRIL 1, 2022 THROUGH SEPTEMBER 30, 2022 OPTIONAL)

RH Community Builders (RHCB) will provide low barrier intensive emergency shelter services to a maximum of 45 households at any given time for individuals experiencing homelessness with

the goal of rapid exits to permanent housing solutions within 30 days of entering shelter. A total of 110 unique households will be assisted with emergency shelter services within the first six-months. The shelter will be located at 2445 W. Whitesbridge Avenue, Fresno. A household may consist of an individual, couple, or family. Priority will be given to households coming from rural Fresno County areas with an emphasis on shared housing, conflict resolution coaching, shallow, short-term subsidies, and diversion services. While in shelter, clients will have access to three meals per day, basic hygiene supplies and amenities, and COVID-19 precautions.

RHCB Housing Case Managers (1:15 staff to client ratios) shall provide intensive case management services to identify appropriate housing options, gather documents, increase income, and transition to housing. RHCB will also encourage and assist clients to identify potential roommates and develop roommate agreements to increase the likelihood of success in housing. Increasing income may include resume building, linkage to staffing agencies, and assistance with accessing public assistance benefits such as SSI, General Relief, and CalFresh.

RHCB will provide financial assistance for document gathering, deposits, and past debts when impacting a client's ability to move into housing options. Clients will be linked to Emergency Rental Assistance Program for utility payments when appropriate.

RHCB will ensure that clients participating in intensive emergency shelter services shall be entered into HMIS within 72 hours of program entry and updates to each client's record shall be updated according to HMIS standards.

If after RHCB has exhausted efforts, including a change in client's assigned case manager and/or housing navigator and meeting with clients during weekend and evening hours, clients who are not willing to participate in services will be exited from shelter after 30 days. In the event clients are actively participating and pending a housing placement, shelter services may be extended and RHCB will consider bridge housing options if appropriate.

In addition to the services above, RHCB will provide temporary isolation services, including housing up to ten households at any given time who are experiencing homelessness and have tested positive for COVID-19 and are unable to isolate on their own. Referrals for this service shall come from medical providers that verify the results of a positive COVID test. Individuals will be provided three meals per day, snacks upon request, hygiene supplies and amenities, and clothing to encourage remaining in isolation and stopping the spread of COVID-19. When appropriate, individuals isolating with RHCB will be referred to Emergency Shelter Services for assistance transitioning to permanent housing.

SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT shall:

- Provide sanitary supplies, including but not limited to soap, hand sanitizer, and disinfectants, to all staff and guests.
- Work with the County and the Fresno Madera Continuum of Care Coordinated Entry System to ensure clients are prioritized for services and referred to the appropriate services when RHCB is not a good fit.

- Ensure shelter beds are open to all who desire the service regardless of gender, sexual orientation, or marital status. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Provide daily meal service to guests.
- Provider must not exclude people because of intoxication or mental illness.
- Ensure compliance with local, state, and federal public health directives. This includes practicing social distancing, limiting guest travel, and ensuring ill staff do not report to work.
- Set aside private rooms away from groups of people for individuals appearing ill.
- Ensure compliance with the Americans with Disabilities Act (ADA) to accommodate people with disabilities.
- Provide accommodations for guests' pets.
- Ensure that staff is on site 24 hours per day, 7 days per week.
- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies and communicable disease.
- Establish protocols to handle both suspected and confirmed cases of COVID-19.
- Provide necessary transportation for guests.
- Publicly display proper hygiene recommendations throughout each facility.
- Provide monitoring services, meals, and hygiene necessities to individuals that are homeless and require quarantine in on-site isolation quarters to encourage remaining isolated and stopping the spread of COVID-19.
- Provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County of Fresno by April 1 of each year.

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Emergency COVID-19 Shelter
 CONTRACT TERM: December 31, 2020 through June 30, 2021 (6 months)
 SIX-MONTH BUDGET: \$1,501,533

Contract Budget

Budget Category	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
Subtotal	\$ 682,176
Operations	
Client Meals	
Insurance	
Communication	
Repairs and Maintenance	
Utilities	
Supplies	
Transportation	
Security	
Rent	
Subtotal	\$ 682,854
Administration	
Administrative Costs	
Subtotal	\$ 136,503
Total	\$ 1,501,533

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Emergency COVID-19 Shelter
 CONTRACT TERM: July 1, 2021 through September 30, 2021
 3 One-Month Optional Renewals
 MONTHLY BUDGET: \$195,984

Monthly Budget

Budget Category	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
Subtotal	\$ 95,436
Operations	
Client Meals	
Insurance	
Communication	
Repairs and Maintenance	
Utilities	
Supplies	
Transportation	
Security	
Rent	
Subtotal	\$ 82,730
Administration	
Administrative Costs	
Subtotal	\$ 17,818
Total	\$ 195,984

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Emergency COVID-19 Shelter
 CONTRACT TERM: October 1, 2021 through March 31, 2022
 1 Six-Month Optional Renewal:
 April 1, 2022 through September 30,2022
 SIX-MONTH BUDGET: \$1,436,433

Six-Month Budget – Intensive Emergency Shelter Services

Budget Category	Amount
Personnel	
Salaries	\$ 383,760
Payroll Taxes	\$ 29,357
Workers Compensation	\$ 34,629
Benefits	\$ 48,600
Subtotal	\$ 496,346
*Operations	
Client Meals	\$ 85,500
Insurance	\$ 42,000
Communication	\$ 7,410
Repairs and Maintenance	\$ 25,800
Utilities	\$ 43,950
Supplies	\$ 55,500
Direct Financial Support	\$ 216,000
Transportation	\$ 12,900
Rent	\$ 42,000
Subtotal	\$ 531,060
Administration	
Indirect Costs Not to Exceed 10% of expenditures	\$ 102,740
Subtotal	\$ 102,740
Total	\$ 1,130,146

Six-Month Budget – Isolation Beds

Budget Category	Amount
Personnel	
Salaries	\$ 101,660
Payroll Taxes	\$ 7,778
Workers Compensation	\$ 9,270
Benefits	\$ 14,175
Subtotal	\$ 132,883
*Operations	
Client Meals	\$ 11,160
Repairs and Maintenance	\$ 6,900
Supplies	\$ 6,000
Transportation	\$ 1,800
Security	\$ 83,700
Rent	\$ 36,000
Subtotal	\$ 145,560
Administration	
Indirect Costs Not to Exceed 10% of expenditures	\$ 27,844
Subtotal	\$ 27,844
Total	\$ 306,287

6 Month Total for Shelter and Isolation **Total** **\$1,436,433**

*Maximum compensation is for 7-10 households. However, operational costs for clients in isolation shall be prorated and tiered. Monthly billing for 1-6 households will be standard, with billing for 7-10 households only when the isolation shelter exceeds 6 households. Client meals will be charged per actual meals provided.