

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-083**

This Amendment to BOS Agreement No. 21-083 is entered into this 24th day of January, 2023, ~~2022~~, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Project Sanctuary**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-083 was entered into on May 4, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 21-083, from \$456,868 to \$1,006,277; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Exhibit A, Definition of Services, and Exhibit B, Payment Terms, set out in the original BOS Agreement No. 21-083; and

WHEREAS, is it the desire of CONTRACTOR and COUNTY to alter the Attachment A, Invoice, set out in the original BOS Agreement No. 21-083.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the original BOS Agreement No. 21-083 is hereby increased from \$456,868 to \$1,006,277.
2. The Definition of Services, Exhibit A, and Payment Terms, Exhibit B, set out in the original BOS Agreement No. 21-083 are hereby superseded and replaced by the Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.
3. The Attachment A, Invoice, set out in the original BOS Agreement No. 21-083 is hereby superseded and replaced by the Invoice attached hereto and incorporated herein by this reference.

All other terms and conditions of BOS Agreement No. 21-083 shall remain in full force and effect.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

By: Bekkie Emery
Bekkie Emery, Social Services Director

Date: Dec 29, 2022

Budgeted: ☒ Yes ☐ No

Budget Unit: 0446

Line Item: 86-2189

Org Code: VRES39

Grant: ☒ Yes ☐ No

Grant No.: 20-ESGCV1-00039

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 01/24/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amap
Deputy 01/24/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Amap
Deputy 01/24/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 11/28/2022

CONTRACTOR/COMPANY NAME:

By: Michelle Roberts
Michelle Roberts, Executive Director

Date: Nov 29, 2022

NAME AND ADDRESS OF CONTRACTOR:

Project Sanctuary

564 S. Dora St. Suite A1

Ukiah, CA 95482

707-462-9196;

michelle@projectsanctuary.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 11/28/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Nara Per
Deputy CEO or Designee

Date: 11/28/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ SS-20-007-RFP
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: nonprofit

EXHIBIT A

DEFINITION OF SERVICES

- I. On June 1, 2020, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability for the Emergency Solutions Grant (ESG-CV), funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020. The ESG-CV provides funding to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus.
- II. CONTRACTOR shall:
 - A. Provide access to Non-Congregate Shelter for individuals and families fleeing domestic violence in Mendocino County:
 1. Provide non-congregate shelter services by issuing vouchers at local motels for the period of January 1, 2021 through September 30, 2023 or until funding is no longer available to support these services.
 - a. Provide motel vouchers to house homeless individuals and families with children in motels or hotels in Mendocino County.
 - b. Link individuals and families to additional services, care, and case-management when it can be conducted safely.
 2. Maintain program eligibility as follows:
 - a. Adults and families with minor children who are fleeing domestic violence as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in [24 CFR Parts 91, 582, and 583](#), as well as California State regulations pertaining to the Emergency Solutions Grant, [CCR Title 25, Division 1, Chapter 7](#).
 3. Prioritize services using the most current Mendocino County Homeless Services Continuum of Care (MCHSCoC) Coordinated Entry System (CES) prioritization criteria. Due to federal and state personally identifying information (PPI) restrictions found in [2 CFR 200.336](#) and [24 CFR 576.500\(x\),\(z\)](#), CONTRACTOR shall not to utilize the MCHSCoC CES and will alternatively accept referrals from:
 - a. Persons fleeing domestic violence through inquiries made in person, over the phone, or through the Crisis Helpline;

- b. Law enforcement;
 - c. Community service providers, including medical clinics and hospitals; and
 - d. Other sources as appropriate.
- B. Engage with sheltered individuals and families by:
 - 1. Providing case management support, tracking, and reporting of individual's progress towards stabilization and permanent housing for the period of January 1, 2021 through September 30, 2023. A navigator/case manager will provide services to program participants, as well as connect them to services to address: mental health, substance abuse, family welfare, educational, employment related, or life skills issues.
 - 2. Developing a case plan to include goals of safe and stable permanent housing and plans to achieve this goal.
 - 3. Referring participants to community programs and housing resources when they are no longer fleeing domestic violence.
- C. Collect data from participants.
 - 1. Federal Law 24 CFR Part 578.57(b) prohibits victim service providers from utilizing a Continuum of Care's (CoC) Homeless Management Information System (HMIS) and requires victim service providers to utilize a separate yet comparable data system. To comply with 24 CFR Part 578.57(b), CONTRACTOR will work with its current data system vendor to upgrade and expand their current Apricot 360 system to meet HMIS data standards.
 - 2. Collect, input, and use required HMIS data and processes for determining priority and providing appropriate services to individuals, as approved by the MCHSCoC.
 - a. Complete intake forms including HMIS required components and enter into the MCHSCoC HMIS Lead approved Comparable HMIS Database within the first twenty-four (24) hours of contact with individual, and enter (for each individual) information into the Comparable Database within seventy- two (72) hours of initial contact.
- D. Coordinate with Other Agencies.
 - 1. Maintain active membership, and participate in the MCHSCoC meetings and all recommended trainings.
- E. Adhere to the following Racial Equity statement:

1. As a condition of receiving ESG-CV funds, HCD directs that Continuums of Care should prioritize the advancement of racial equity and inclusion at all levels of the homeless response system. CONTRACTOR will provide for and improve access to services, services provision, and outcomes among disproportionately underrepresented populations. CONTRACTOR cannot simply rely on delivering a standardized set of services to address equity and inclusion. CONTRACTOR is responsible for examining their data, ensuring all eligible persons are receiving equitable supportive services with dignity, respect, and compassion regardless of their circumstances, abilities, or identity. CONTRACTOR must respond to disproportionality in access to services, service provision, and client outcomes, and should seek to ensure the voices of disproportionately impacted communities and those with lived experience of homelessness are centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness.
- F. Use Strategic Plan to Address Homelessness in Mendocino County to guide creation goals to develop project change (Attachment C)
- G. Be responsible for other terms and conditions by:
1. Developing and maintaining policies and procedures that address:
 - a. Eligibility criteria for occupancy, discharge, and their uniform application.
 - b. The rights and dignity of individuals to the fair and unbiased application of house rules, second chances, and grievances.
 - c. The requirement of persons served under this Agreement shall observe the house rules of the non-congregate shelter project and may be required to leave the project if they do not observe the rules.
 - d. The right to refuse non-congregate shelter services to any person(s) exhibiting bizarre or abusive behavior or with a history of same behavior.
 2. Maintaining an incident log that accurately documents all incidents regardless of type including those involving building and grounds, animals, neighbors, staff, and individuals. This log shall be made available to COUNTY for review at any time.
 3. Establishing and maintaining a ban list of people who engage in violence or verbally abusive language prior to or during the operation of the project.

4. Allowing logs and ban lists to be made available for review by local law enforcement when responding to an incident at the non-congregate shelter site.
5. Recruiting and maintaining staff that are appropriately trained for services and other outreach or engagement activities.
6. Maintaining confidentiality of client files.

H. Submit monthly reports:

1. Submit the following reports with each invoice:
 - a. Report 1: Motel Vouchers Provided and Number Denied Shelter
 - i. Record the number of non-congregate shelter motel vouchers issued by age category
 - ii. Record the number of persons denied shelter by age category
 - b. Report 2: Clients Served Report from Comparable Database OR Client Bed Night Count:
 - i. Client List generated from Comparable Database using unique Client ID numbers (must include referral source, project entry and exit dates, and veteran status) OR attached report showing itemized number of persons receiving or denied services (in lieu of HMIS Comparable Database generated Client List)
 - ii. The number of persons denied shelter access
 - c. Report 3: Description of Program Improvement Efforts:
 - i. Document efforts undertaken to increase the equity of services provided and to increase capacity to provide services.

I. Comply with the following regulations or guidelines:

1. Federal regulations [24 CFR Parts 91, 582, and 583](#) and California State regulations [CCR Title 25, Division 1, Chapter 7](#).
2. Department of Housing & Community Development, 2020 Emergency Solutions Grant (ESG-CV) Coronavirus Notice of Funding Availability (NOFA), as found at the following link: https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf.

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainer and support for development of MCHSCoC HMIS Lead approved Comparable HMIS Database and collection of data required for reporting purposes.

- B. Provide Technical Assistance for project development and implementation.
- C. Monitor CONTRACTOR client outcomes in terms of measuring racial equity and client outcomes (income, permanent housing)
- D. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).
- E. Appoint a representative of Department of Social Services to act as a liaison with the CONTRACTOR for housing and homelessness related services.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES AND BENEFITS: Director of Client Services/Program Director (0.025 FTE): \$6,506 Coast Services Director (0.05 FTE): \$8,937 Shelter Services Director (0.05 FTE): \$5,247 Program Assistant/HMIS Data Entry – Inland (0.125 FTE): \$18,235 Program Assistant/HMIS Data Entry – Coast (0.075 FTE): \$11,080 Housing Navigator/Case Manager – Inland (0.10 FTE): \$13,537 Housing Navigator/Case Manager – Coast (0.316 FTE): \$25,811	\$89,353
B	OPERATING EXPENSES: Non-Congregate Shelter (January 1, 2021 – September 30, 2023) 1. Year 1 Motel Room Vouchers – Local Motels: \$242,725 2. Year 2 Motel Room Vouchers – Local Motels: \$241,635 3. Year 3 Motel Room Vouchers – Local Motels: \$182,250 4. Minor Equipment & Furniture (Replace & repair possible damages to items in motel rooms in the event of damages to any motel rooms, estimated at a value for replacement items): \$6,000 5. Purchase 10 Microwaves and Mini Refrigerators to loan to clients for meal prep/warming for clients in motel rooms that don't provide them: \$2,000 a. 10 Microwaves at \$75 Each = \$750 b. 10 Mini Fridge Units at \$125 Each = \$1,250	\$674,610
C	TRAVEL EXPENSES: Average 10 Miles/day x 2 days/week x 82 Weeks @ current IRS rate = \$943 Amendment increase due to IRS rate change = \$176	\$1,119
D	OTHER COSTS: Homeless Management Information System (HMIS) Comparable Database 1. Computer Software Program (Apricot 360 Data Base system update for compatibility with HMIS Apricot System) = \$35,000 a. Cost of Upgrade = \$16,000 b. Cost for Initial Premium Implementation = \$10,000 c. Computer Internet Support = \$9,000 2. Cost of Second- and Third-Year Contracts = \$13,000 3. Computer & Computer Equipment (Upgrade computer systems, printers and software) = \$3,750 a. Inland Office System = \$1,250 b. Coastal Office System = \$2,500 4. Computer Internet Support & Supplies (Computer internet hosting and support) = \$2,130 Food Assistance 1. Local Vendor Gift Cards at grocery stores for clients to purchase essential food items, limited to one (1), \$25 Voucher per Household/day: \$114,175	\$210,235

	Client Specific Assistance 1. Purchase VISA Gift Cards or make direct payments for client needs that may include, but are not limited to: clothing, communication assistance, assistance with bad debt payments in relation to utility: \$42,180	
E	INDIRECT COSTS: (10% allowable per HCD ESG-CV1 NOFA) 1. Executive Director (0.025 FTE) = \$3,229 2. Director of Fiscal Services (0.025 FTE) = \$1,117 3. Fiscal Coordinator (0.75 FTE) = \$3,541 4. Single Audit Expenses (Annual Cost of \$15,500 @ 9.68% for 2 years) = \$3,002 5. Consultant • Accounting & Payroll Service (Annual Cost of \$34,000 @ 9.67% for 2 years) = \$6,576 6. Liability Insurance for Agency (Annual Cost of \$15,250 @ 9.67% for 2 years) = \$2,949 7. Project Sanctuary Overhead Expenses Include Office Rent and Utilities = \$10,546 a. January 1, 2021 – June 30, 2022 = \$5,273 b. July 1, 2022 – September 30, 2023 = \$5,273	\$30,960
	CONTRACT TOTAL	\$1,006,277

II. Submission of claims and reports will comply as follows:

- A. CONTRACTOR will submit monthly invoices (Attachment A) and reports (Attachment B) to the Adult and Aging Services' HOME Team:
Program Administrator or Designee
Adult and Aging Services' HOME Team
747 S. State Street
Ukiah, CA 95482
- B. Original receipts and invoices for actual costs will need to be provided for reimbursement.
- C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoice.
- D. COUNTY will not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- E. Line item budget shifts up to ten percent (10%) do not require COUNTY approval. Line item budget shifts greater than ten percent (10%) require a pre-approval email from the Program Administrator or designee.

III. Services and payments under this Agreement shall not exceed One Million Six Thousand Two Hundred Seventy-Seven Dollars (\$1,006,277).

[END OF PAYMENT TERMS]

Attachment A
INVOICE
PROJECT SANCTUARY-
VENDOR# 2020–2023 CONTRACT NUMBER:

Vendor <div style="text-align: center; padding: 10px;"> Project Sanctuary 564 S. Dora St., Ste A-1, Ukiah, CA 95482 </div>	Send to <div style="text-align: center; padding: 10px;"> Program Administrator or Designee Mendocino County HOME Team P.O. Box 839, Ukiah, CA 95482 707-468-7071 wilsonv@mendocinocounty.org </div>
Monthly Invoice for	Total Amount of Invoice \$0.00
Activity	Amount
PERSONNEL SALARIES AND BENEFITS: Contract Rate: \$89,353 Payable: As Expended	
OPERATING EXPENSES: Contract Rate: \$674,610 Payable: As Expended	
TRAVEL EXPENSES: Contract Rate: \$1,119 Payable: As Expended	
OTHER COSTS: Contract Rate: \$210,235 Payable: As Expended	
INDIRECT COSTS: Contract Rate: \$30,960 Payable: Maximum 10% of invoice	
INVOICE TOTAL	

I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.	I Hereby Certify The Services Described Above Were Necessary for Use by the Department
Executive Director Project Sanctuary <div style="text-align: right;">Date: _____</div>	Veronica Wilson, Program Administrator Housing Options for Mendocino (HOME) Team <div style="text-align: right;">Date: _____</div>