

BOS AGREEMENT NO. 23-045

**AMENDMENT TO COUNTY OF MENDOCINO  
PURCHASING AGENT AGREEMENT NO. PA-23-53, SS-22-083**

This Amendment to Agreement No. PA-23-53, SS-22-083 is entered into this 28th day of March, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **City of Fort Bragg**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA-23-53, SS-22-083 was entered into on November 18, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and the 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 add CONTRACTOR Cost Share of \$25,000, to augment an increase in the total Agreement amount, once the initial \$39,908 is expended; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add Additional COUNTY Funds of \$25,000, available once the \$25,000 CONTRACTOR Cost Share is expended; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount set out in Agreement No. PA-23-53, SS-22-083, from \$39,908 to \$89,908; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to update the Exhibit A, Definition of Services, and the Exhibit B, Payment Terms to reflect the changes.

NOW, THEREFORE, we agree as follows:

1. The Exhibit A, Definition of Services, and the Exhibit B, Payment Terms are hereby updated, and new Exhibits are attached herein.
2. The total amount set out in Agreement No. PA-23-53, SS-22-083 is hereby increased from \$39,908 to \$89,908.

All other terms and conditions of Agreement No. PA-23-53, SS-22-083 shall remain in full force and effect.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Bekkie Emery  
Bekkie Emery, Social Services Director

Date: March 8, 2023

Budgeted:  Yes  No

Budget Unit: 0446

Line Item: 86-3112

Org/Object Code: VRES39

Grant:  Yes  No

Grant No.:

**COUNTY OF MENDOCINO**

By: Glenn McGourty  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 03/28/2023

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 03/28/2023

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: Antle  
Deputy 03/28/2023

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 02/15/2023

**CONTRACTOR/COMPANY NAME**

By: Peggy Ducey  
Peggy Ducey, City Manager

Date: 3/3/2023

**NAME AND ADDRESS OF CONTRACTOR:**

City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, CA 95437  
707-961-2829  
pducey@fortbragg.com

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: 02/15/2023

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Sara Per  
Deputy CEO or Designee

Date: 02/15/2023

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
**Exception to Bid Process Required/Completed**  EB# 23-79  
**Mendocino County Business License:** Valid   
**Exempt Pursuant to MCC Section:** City/Government

## EXHIBIT A

### DEFINITION OF SERVICES

- I. On June 1, 2020, the Department of Housing and Community Development released a Notice of Funding Availability for the Emergency Solutions Grant, COVID-19 (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 provide the following services:
  - A. Coast Emergency Winter Shelter
    1. Operations will commence from November 18, 2022, between the CONTRACTOR and the COUNTY, and will run through April 30, 2023, or until funding is no longer available to support the services.
    2. Motel vouchers will be issued by the Fort Bragg Police Department under the Care Response Unit, with support as needed from the Fort Bragg Police Officers during severe weather conditions or in emergency situations where it is necessary to ensure an individual or family's safety.
  - B. Access to shelter for individuals and families experiencing homelessness on the Mendocino Coast during severe weather conditions.
    1. Homeless individuals will be provided motel vouchers when all other emergency shelter projects in Coastal Mendocino County are at capacity. Homeless individuals will be expected to share a double occupancy room with a second individual, unless extraordinary conditions exist.
    2. Homeless families with children under the ages of 16, the elderly, and severely disabled individuals will be a priority for the motel vouchers, which will be available when all other emergency shelter projects in Coastal Mendocino County are at capacity.
  - C. Enforcement of Program Eligibility requirements:
    1. Individuals and families must meet the HUD definition of homeless as defined in 24 CFR Part 576.2 to be eligible for services.
  - D. Collection of required Homeless Management Information System (HMIS) data through a subcontractor and entered into the system within three days (72 hours) of issuing the motel voucher for all individuals. This is required for individuals

provided shelter through the contracted services. Failure to document the required information within two (2) weeks of the stay, may result in non-payment for these individuals.

- E. Development and maintenance of policies and procedures that address:
    - 1. Eligibility criteria for occupancy, discharge and their uniform application.
    - 2. The rights and dignity of individuals to the fair and unbiased application of rules, second chances and grievances.
    - 3. That persons served under this Agreement shall observe the rules of the program and may be required to leave the motel facility if they do not observe the rules.
    - 4. That persons who have engaged in substance abuse, violence or verbally abusive language during check-in or at any point during the stay in the motel shall be banned from the shelter.
  
  - F. Reporting (Attachment 1):
    - 1. Submit reports on client Bed Nights Served.
      - a. Itemize number of persons receiving or denied services.
      - b. Motel Vouchers issued.
      - c. Detailed Expense report.
  
  - G. Compliance with the following regulations:
    - 1. Federal Regulations [24 CFR Parts 91 and 576](#) 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](https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf).
- III. CONTRACTOR shall provide a Cost Share of Twenty-Five Thousand Dollars (\$25,000) to augment an increase in the total Agreement amount, once the initial Thirty-Nine Thousand Nine Hundred Eight Dollars (\$39,908) from COUNTY is expended.

[END OF DEFINITION OF SERVICES]

**EXHIBIT B****PAYMENT TERMS****I. COUNTY will pay CONTRACTOR as per the following instructions:**

<b>Expenditure</b>	<b>Units</b>	<b>Cost to County</b>	<b>Total</b>
Motel Vouchers (\$129/night +taxes)	248	\$146	\$36,208
HMIS Services from Mendocino Coast Hospitality Center (MCHC)	30	\$40	\$1,200
Misc. Food and Service Vouchers (used only when necessary and not provided to all shelter guests)		\$1,500	\$1,500
Misc. expenses, including costs for extraordinary motel cleaning, damage, etc.		\$1,000	\$1,000
<b>INITIAL TOTAL</b> (Provided by County)			\$39,908
Contractor's Match Funding		\$0	\$25,000
<b>SECONDARY TOTAL</b> (Including Contractor's Match)			\$64,908
Additional County Funds		\$25,000	\$25,000
<b>FINAL TOTAL</b>			\$89,908

**A. Funds shall be utilized in the following order:**

1. Initial expenditure of \$39,908 from COUNTY funds.
2. Once Initial expenditure is fully utilized, CONTRACTOR's Match Funding of \$25,000 may be used.
3. Once CONTRACTOR's Match Funding is fully utilized, Additional COUNTY Funds of \$25,000 may be used.

**B. Submission of claims and reports (Attachment 1) will comply as follows:**

1. CONTRACTOR shall submit original receipts and invoices for actual costs. This includes CONTRACTOR and subcontractor timesheets, payroll reports and paycheck stubs for all invoices that include personnel expenses.
2. CONTRACTOR will submit invoices by the fifteenth (15th) day of the month for all services provided to clients in the previous month.
3. Invoices submitted ninety (90) days after the service is provided must be accompanied by a letter explaining why the invoice is late.

4. COUNTY will determine whether to approve or disapprove payment of late invoices.
5. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

II. This is a one-time project, and the CONTRACTOR should not make assumption of continued funding from the COUNTY for this purpose at the end of this contract period. Payments under this Agreement shall not exceed Sixty-Four Thousand Nine Hundred Eight Dollars (\$64,908) from the COUNTY, and Twenty-Five Thousand Dollars (\$25,000) from the CONTRACTOR.

[END OF PAYMENT TERMS]