

**AMENDMENT #1
TO CONTRACT BETWEEN
COUNTY OF VENTURA
AND
THE RIVER COMMUNITY CHURCH VENTURA, INC.
FOR
FAMILY EMERGENCY SHELTER PROGRAM**

The County of Ventura (County) and The River Community Church Ventura, Inc., (Contractor), hereby agree that the Contract previously entered into by the parties on July 1, 2021, also identified as County of Ventura Contract No. C2122.21, is amended effective July 25, 2023, as follows:

1. The "Term" contained in the table on the first page is amended by deleting "July 1, 2021-June 30, 2024," and replacing it with "July 1, 2021-April 30, 2025."
2. Section 6. TERM. The first sentence is deleted and replaced with the following: "The term of this Contract is from July 1, 2021 – April 30, 2025, subject to all terms and conditions set forth herein and subject to the appropriation of funds by the Board of Supervisors."
3. Section 26. EXHIBIT LIST. "Exhibit A-Scope of Work" is deleted and replaced with "Exhibit A1 – Scope of Work" and "Exhibit B-Budget" is deleted and replaced with "Exhibit B1 – Budget".
4. Exhibit A is deleted and replaced with Exhibit A1 which is attached and incorporated herein by reference.
5. Exhibit B is deleted and replaced with Exhibit B1 which is attached and incorporated herein by reference.
6. All other terms and conditions of the Contract shall remain unchanged and are in full force and effect.

COUNTY OF VENTURA

Authorized Signature

Melissa Livingston

Director, Human Services Agency

Date

THE RIVER COMMUNITY CHURCH VENTURA, INC.

Authorized Signature

Jim Duran

Lead Pastor

Date

THE RIVER COMMUNITY CHURCH VENTURA, INC.

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT A1 – SCOPE OF WORK

CONTRACTOR – THE RIVER COMMUNITY CHURCH VENTURA, INC.

PROGRAM NAME – FAMILY EMERGENCY SHELTER PROGRAM

I. PROGRAM DESCRIPTION

This agreement is entered into between County of Ventura (COUNTY), which includes its Human Services Agency (HSA), Community Access and Engagement (CAE), and Homeless Services Program (HSP), and The River Community Church Ventura, Inc., (CONTRACTOR) for the “Family Emergency Shelter Program” or the “Program.” The performance period of the Program will be July 1, 2021, through April 30, 2025.

The purpose of the Program is for CONTRACTOR to secure master leases on two (2) or more safe and accessible two-bedroom housing units in the community and then sublease the units on a short-term basis to families with children identified by COUNTY who are homeless or at risk of homelessness. CONTRACTOR may act as property manager or may work with a property manager in providing the housing units. The units would house families with children on an emergency basis for a period of approximately 90-120 days each while HSP provides supportive services that promote self-sufficiency and lead to a more permanent housing solution. The goal is to serve six (6) households per year in each of the units for a total of 36 households to be served during the planned performance period.

The Family Emergency Shelter Program will benefit homeless families with children by addressing the immediate need for shelter and will reduce the amount of time a literally homeless family will remain homeless. Families referred for sheltering through the Program will have low incomes and other barriers that prevent them from securing and paying for rental housing in a traditional manner.

II. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

- A. Locate two (2) or more available housing units in coordination with HSP. The units must allow subletting, be geographically distributed to where clients experiencing homelessness are located, and should be accessible via public transportation.
- B. Obtain approval by HSP of selected units.
- C. Enter into master lease agreements(s) with the property landlord.
- D. Establish utilities for each unit.
- E. Pay all rent and utilities timely.
- F. Purchase, or arrange for donation of, necessary furnishings in coordination with HSP.
- G. Meet with HSP and potential clients as part of the placement and selection/referral process.
- H. Accept referrals of shelter clients from HSP and coordinate the move-in of families to each unit.
- I. Orient families to the housing complex, facilities, building rules, etc.

- J. Work collaboratively with families and Social Workers to help families remain compliant with the terms of the sublease.
- K. Serve as liaison with the property manager and/or landlord for any necessary repairs or work, as well as general landlord-tenant concerns.
- L. Negotiate landlord-client issues in coordination with HSP, notifying HSP immediately or as soon as practically possible if an issue arises (such as law enforcement or any other emergency/crisis situation.)
- M. Arrange for cleaning, needed repairs and/or furniture replacement in units between each occupancy.
- N. Ensure units are fully furnished, cleaned and habitable within seven (7) calendar days of prior family moving out.
- O. Be familiar with principles of serving this population, including family-centered approaches, cultural competency and trauma-informed practices.
- P. Provide general support services which may include but are not limited to: visit clients weekly or as needed, assist with linking clients to other community resources to ensure housing stability, provide support of basic needs for the safety and well-being of the family (such as blankets and housewares), etc.
- Q. Ensure each unit is supplied with household necessities upon each new family move-in, including but not limited to:

Bedrooms	Kitchen	Bathroom	Living and Dining Rooms	Misc.
One queen size mattress, box spring and bedding	Dinnerware (plates, bowls, glasses)	Towels	Couch and/or chairs	Cleaning supplies: mop, broom, cleaning products, sponges
Two twin size mattresses, box springs and bedding	Utensils	Toilet paper	Coffee table	Paper towels
Dressers	Pots and pans	Bath mat	Eating table with chairs	
Hangers	Dish towels		Lighting	

- R. Remain sensitive to individuals and families from diverse backgrounds, including those with limited English-speaking abilities.
- S. Provide services in accordance with all applicable federal, state and local fair housing and landlord/tenant laws, regulations and policies.

III. COUNTY RESPONSIBILITIES

COUNTY shall:

- A. Assist with locating available housing units.
- B. Give final approval of selected units.
- C. Identify and select appropriate families to be housed in the family emergency shelter units, adhering to the eligibility requirements of the California Department

of Social Services (CDSS) Homeless Housing Assistance and Prevention Program (HHAP) grant and HSP programs and subsequently refer selected families to CONTRACTOR to begin the move-in process.

- D. Meet with CONTRACTOR and potential clients as part of the placement and selection/referral process.
- E. Provide intensive and ongoing case management, utilizing HSP Social Workers, that assists families with linkage to services in support of their immediate and future needs, and that will help households live successfully in subsidized housing, as well as transition into stable affordable housing.
- F. Conduct weekly site visits to check on family stability and progress.
- G. Provide housing navigation assistance, budget guidance and other skills in support of moving families toward self-sufficiency.
- H. Provide good-tenant orientation to minimize disruptions and increase likelihood of families' long-term success.
- I. Collaborate closely with CONTRACTOR regarding any issues that may arise.
- J. Work collaboratively with families, Social Workers and CONTRACTOR to help families remain compliant with the terms of the sublease.

IV. PERFORMANCE MEASURES

- A. It is anticipated the Program will serve six (6) households per year in each of the units for a total of 36 households to be served during the planned performance period, ensuring timely cleaning and mitigation services occur between clients.
- B. CONTRACTOR shall submit performance reports to COUNTY on a quarterly basis, using **Exhibit C**. Reports are due within 15 days after the end of each quarter, with the first report due no later than October 15, 2021, for the quarter ending September 30, 2021. Subsequent reports will be due January 15, April 15, July 15 and October 15 throughout the term of the agreement. An accompanying narrative outlining reasons for underperformance and plan for improvement should accompany quarterly reports for any measure(s) where CONTRACTOR is not meeting the stated goal.

V. COMPENSATION

- A. CONTRACTOR and COUNTY acknowledge and agree that this is a cost reimbursement contract. The total compensation amount of this contract shall not exceed \$396,600. CONTRACTOR shall be paid in arrears for all approved and allowable costs incurred and paid in support of this contract.
- B. CONTRACTOR shall submit an invoice monthly for all expenses incurred and paid for the previous month no later than the fifteenth (15th) calendar day of the subsequent month to Human Services Agency-Fiscal Division, using an invoice template to be provided by COUNTY. If contract invoices or other required documentation are not submitted within ninety (90) days of the activity occurring, CONTRACTOR will pay to COUNTY \$50 per day as liquidated damages beginning on the 91st day following the original due date.
- C. In accordance with the approved budget, included herein as **Exhibit B**, COUNTY shall reimburse to CONTRACTOR the approved costs within thirty (30) days of

receipt of an approved invoice.

- D. Should this contract terminate early, COUNTY shall reimburse CONTRACTOR for approved costs that were incurred in good faith and prior to notice of termination.

VI. ADDITIONAL PROVISIONS

- A. This Program will follow the principles of Housing First
(<https://files.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>.)
- B. In the event of short- or long-term conditions which impact CONTRACTOR's normal service delivery operations, such as a declared public health emergency or disaster, CONTRACTOR shall immediately notify COUNTY of the status and impact on operations, staffing and client populations. CONTRACTOR shall work with COUNTY to develop a strategy to be approved by COUNTY for alternative methods to deliver services and plan for timely return to normal service operations, while also adhering to federal, state and local safety and public health directives at all times.
- C. This contract shall not involve any religious proselytizing.

VII. MONITORING

- A. COUNTY may monitor and evaluate CONTRACTOR to ensure compliance with the terms of this agreement.
- B. CONTRACTOR's failure to resolve a County-identified deficiency within 90 days of the monitoring notice is sufficient cause for COUNTY to withhold payment of funds to CONTRACTOR.

County of Ventura		Exhibit B1	
1. PERFORMANCE PERIOD: FROM: 07/01/2021 TO: 04/30/2025		4. BASIC CONTRACT EFFECTIVE DATE: 07/01/2021 MOD 001: 7/25/2023 MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY: Family Emergency Shelter		5. CONTRACT NUMBER: C2122.21	
3. CONTRACTOR: The River Community Church Ventura, Inc.			
COST CATEGORIES	BUDGET SUMMARY	IN-KIND COSTS	
I. CASE MANAGEMENT COSTS (Up to \$210,000 total)			
A. STAFF SALARIES	\$132,030		
B. STAFF FRINGE BENEFITS	\$7,970		
C. STAFF TRAVEL	\$3,000		
SUBTOTAL SECTION I	\$143,000	\$0	
CASE MANAGEMENT PERCENTAGE OF TOTAL CONTRACT BUDGET	36.06%		
II. MASTER LEASING COSTS (Approx. \$186,600 total)			
A. RENT	\$208,105		
B. RENTAL DEPOSIT(S)	\$6,595		
C. FURNISHINGS AND HOUSEHOLD ITEMS	\$9,000		
D. UTILITIES	\$25,400		
E. MITIGATION COSTS	\$4,500		
SUBTOTAL SECTION II	\$253,600	\$0	
MASTER LEASING PERCENTAGE OF TOTAL CONTRACT BUDGET	63.94%		
<i>Note: Indirect Costs/Administrative Overhead are not allowable costs to this contract.</i>			
TOTAL CONTRACT BUDGET	\$396,600	\$0	

County of Ventura		Exhibit B1	
1. PERFORMANCE PERIOD: FROM: 07/01/2021 TO: 04/30/2025		4. BASIC CONTRACT EFFECTIVE DATE: 07/01/2021 MOD 001: 7/25/2023 MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY: Family Emergency Shelter		5. CONTRACT NUMBER: C2122.21	
3. CONTRACTOR: The River Community Church Ventura, Inc.			
I. BUDGET			
A. PAYMENT			
1. The Contractor and Subcontractors shall be paid on a cost reimbursement basis for the goods and services as stipulated in this Contract.			
The total amount of the Contract shall be:		\$396,600	
If applicable, the total amount of In-Kind Costs shall be:		\$0	
The source(s) of any In-Kind Costs shall be:			
2. There are two Cost Categories:			
a. Case Management Costs:		\$143,000	
b. Master Leasing Costs:		\$253,600	
Contractor shall substantiate by verifiable source documents which shall provide a clear audit trail for all invoiced costs. Contractor's invoice shall use County statement of costs forms for all invoices. The monthly statement of cost form shall be submitted to the County accounting department by the tenth day of each month following the month expenditures occur.			
Payment of accurate and approved invoices will be issued within thirty (30) days after receipt by the County. Inaccurate invoices shall be returned to the Contractor for correction. Consistently inaccurate or late invoices will result in payment delay and request for formal corrective action.			

County of Ventura		Exhibit B1		
1. PERFORMANCE PERIOD: FROM: 07/01/2021 TO: 04/30/2025		4. BASIC CONTRACT EFFECTIVE DATE: 07/01/2021 MOD 001: 7/25/2023 MOD 002: MOD 003: MOD 004:		
2. PROGRAM ACTIVITY: Family Emergency Shelter		5. CONTRACT NUMBER: C2122.21		
3. CONTRACTOR: The River Community Church Ventura, Inc.				
CATEGORY I. CASE MANAGEMENT COSTS (Up to \$210,000 total)				
IA. STAFF SALARIES				
POSITION/TITLE	SALARY	PER MONTH	# OF MONTHS	TOTAL (ROUNDED)
Property Manager (Jim Duran)	\$ 1,000	per month	45	\$45,000
Housing Coordinator (Judith Morelli)	\$ 1,300	per month	45	\$58,500
Donation Coordinator (Cynthia Juarez)	\$ 600	per month	45	\$27,000
Accountant (Delfina Marquez)	\$ 34	per month	45	\$1,530
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE A) TOTAL				\$132,030
IB. STAFF FRINGE BENEFITS				
FRINGE BENEFITS	RATE	AMT. RATE APPLIED TO	TOTAL (ROUNDED)	
Payroll Taxes, etc.	6.0%	\$132,030		\$7,970
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE B) TOTAL				\$7,970
I C. STAFF TRAVEL				
TRAVEL EXPENSE	MILES PER MONTH	RATE PER MILE	TIME (MONTHS)	TOTAL (ROUNDED)
Reimbursement for use of auto (per week)	119	\$0.56	45	\$3,000
OTHER:)	NO. DAYS: 0	RATE(\$/EA):	\$0.00	
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION 1, LINE C) TOTAL				\$3,000

County of Ventura		Exhibit B1	
1. PERFORMANCE PERIOD: FROM: 07/01/2021 TO: 04/30/2025		4. BASIC CONTRACT EFFECTIVE DATE: 07/01/2021 MOD 001: 7/25/2023 MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY: Family Emergency Shelter		5. CONTRACT NUMBER: C2122.21	
3. CONTRACTOR: The River Community Church Ventura, Inc.			
CATEGORY II. MASTER LEASING COSTS (Approx. \$186,000 total)			
II A. MASTER LEASED UNIT RENT			
	MONTHLY	NO. OF MONTHS	TOTAL
UNIT # (include address) Locations may change throughout contract	RENT	RENTED	(ROUNDED)
#1 6374 Hummingbird St., #G, Ventura CA	2200.00	40	\$88,000
#2 1521 Saviers Rd., Oxnard CA	2195.00	39	\$85,605
#3 Address TBD	2300.00	15	\$34,500
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE A) TOTAL			\$208,105
II B. RENTAL DEPOSITS			
UNIT #			TOTAL (ROUNDED)
#1 6374 Hummingbird St., #G, Ventura CA			\$2,200
#2 1521 Saviers Rd., Oxnard CA			\$2,095
#3 Address TBD			\$2,300
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE B) TOTAL			\$6,595
II C. FURNISHINGS AND HOUSEHOLD ITEMS			
DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL (ROUNDED)
Beds	6	\$200.00	\$1,200
Dressers	6	\$150.00	\$900
Couch	3	\$300.00	\$900
Dining room set	3	\$350.00	\$1,050
Desk	3	\$100.00	\$300
Microwave	3	\$140.00	\$420
Kitchen Supplies	3	\$240.00	\$720
Bedding & Towels	3	\$240.00	\$720
TV	3	\$200.00	\$600
Lamps, table, misc items	3	\$300.00	\$900
Other items as needed	3	\$430.00	\$1,290
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE C) TOTAL			\$9,000

County of Ventura		Exhibit B1	
1. PERFORMANCE PERIOD: FROM: 07/01/2021 TO: 04/30/2025		4. BASIC CONTRACT EFFECTIVE DATE: 07/01/2021 MOD 001: 7/25/2023 MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY: Family Emergency Shelter		5. CONTRACT NUMBER: C2122.21	
3. CONTRACTOR: The River Community Church Ventura, Inc.			
II D. UTILITIES			
DESCRIPTION		NO. OF MONTHS	TOTAL (ROUNDED)
Gas	#1 6374 Hummingbird St., #G, Ventura CA	40	\$10,809
Electricity	#2 1521 Saviers Rd., Oxnard CA	39	\$10,538
Internet	#3 Address TBD	15	\$4,053
Water			
ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE D)			TOTAL \$25,400
II E. MITIGATION COSTS			
DESCRIPTION UNIT # (include addresses, if currently known)			TOTAL (ROUNDED)
#1 6374 Hummingbird St., #G, Ventura CA			\$1,800
#2 1521 Saviers Rd., Oxnard CA			\$1,800
#3 Address TBD			\$900
ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE E)			TOTAL \$4,500