

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND NORTHERN VALLEY CATHOLIC SOCIAL
SERVICE, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF A
SUPPORTIVE HOUSING PROGRAM ENTITLED PARTICIPANTS' ACTIONS TO
HOUSING (PATH)**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Northern Valley Catholic Social Services, Inc., a California corporation ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 1, 2015 to provide the administration and implementation of a Supportive Housing Program entitled *Participants' Actions to Housing* (PATH) ("Agreement"); and

WHEREAS, the original Agreement was amended on March 14, 2017; and

WHEREAS, County and Consultant desire to amend the Agreement to increase the maximum number of rent subsidies and increase the compensation payable to Consultant by \$30,000;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Paragraph O. of Section 1. Responsibilities of Consultant of the Agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

Section 1. RESPONSIBILITIES OF CONSULTANT

O. Provide up to seven rent subsidies for eligible clients as determined by the Consultant and County. Rent subsidies will be determined by each individual client's needs, with no maximum amount specified. A client receiving a rent subsidy will be expected to pay 30% of their gross income towards the rent which will be documented in a rental agreement between the client and Resource Coordinator. Consultant will serve as many eligible clients as possible with the rent subsidy revenue made available by County. Eligible clients will be required to meet additional criteria as follows:

1. Demonstrate interest in maintaining behaviors consistent with good landlord/tenant relationships.
2. Demonstrate interest in obtaining income through employment or support programs for which they are eligible.

3. Demonstrate interest in participating in workshops or trainings made available through Consultant and/or community organizations that will maximize self-sufficiency and independence.
4. Demonstrate interest in obtaining and retaining permanent housing.
5. Be clean and sober for at least 30 days prior to referral to Program.
6. Participate in all other aspects of their probation case plan, including programming.
7. Obtain consent of Consultant and County.
8. Obtain a payee unless an exception is made and agreed to by both the Consultant and County.
9. Participate in additional programming such as independent living skills, personal finance, budgeting, and owner/tenant relationships.

II. Section 3. Compensation of the Agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement in accordance with the budget as prescribed in Attachment B-1, attached and incorporated herein, for the services rendered in Section 1, in an amount not to exceed \$167,166 for first year costs, \$173,000 for the second year costs, and \$180,000 for third year costs.
- B. In accordance with the budget as prescribed in Attachment B-1, for the services rendered in Section 1.P, County shall pay to Consultant each year costs a maximum of \$44,000 for first year costs, \$44,000 for second year costs, and \$74,000 for third year costs. In no event shall the maximum amount payable for this service exceed \$162,000.
- C. County shall pay to Consultant a maximum of \$682,166 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$682,166.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

- III. Paragraph B of Section 4. Billing and Payment of the Agreement is amended as of the effective date of this Second Amendment to read as follows:

Section 4. BILLING AND PAYMENT

- B. In accordance with the budget as prescribed in Attachment B-1, for the Resource Fund described in Section 1.Q, Consultant shall submit to Shasta County Probation Department one time during each Fiscal Year, an invoice for an advance payment in the amount of \$44,000. The second year invoice will be subject to a credit of the remainder of the previous year's fund. The third year invoice will be subject to a credit of the remainder of the previous year's fund, but shall increase the Resource Fund to \$74,000. If there are any remaining funds from the first year, they shall be put towards the second year disbursement. If there are any remaining funds from the second year, they shall be put towards the third year disbursement. County shall make payment within 30 days of receipt of Consultant's correct and approved invoice.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective July 1 2017.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

David A. Kehoe, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

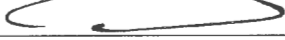
Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 6/15/17
David M. Yorton, Jr.
Senior Deputy County Counsel

CONSULTANT

Date: 6.13.17

By: 
Cathleen E. Wyatt
Executive Director

Tax I.D.#: 20-0984601

ATTACHMENT B-1

Attachment B-1

To the Supportive Housing Program Agreement between
the County of Shasta, hereinafter referred to as "County" and
Northern Valley Catholic Social Service, Inc. hereinafter referred to as "Consultant"

Northern Valley Catholic Social Service, Inc. 2400 Washington Ave. Redding, CA 96001							
Budget Period 7/1/2015 through 6/30/2018							
DIRECT EXPENSES							
			FTE	Start up	First Year	Second Year	Third Year
				Costs	Budget Amt	Budget Amt	Budget Amt
PERSONNEL EXPENSE							
Salaries & Wages:							
	Housing Director		2.50%		2,141.00	2,141.00	2,141.00
	Resource Coordinator		200.00%		85,134.00	90,314.00	94,848.00
Total Salaries & Wages				-	87,275.00	92,455.00	96,989.00
PAYROLL TAXES & BENEFITS							
	FICA						
	Unemployment Insurance						
	Workers Compensation				6,089.00	6,330.00	6,594.00
	Retirement Benefits						
	Health Insurance						
	All Fringe Benefits excluding Workers Comp.				34,498.00	34,150.00	34,899.00
Total Payroll Taxes & Benefits				-	40,587.00	40,480.00	41,493.00
Total Personnel Expense				-	127,862.00	132,935.00	138,482.00
OPERATING EXPENSE							
	Communications				1,500.00	1,500.00	1,500.00
	Office Maintenance				500.00	500.00	500.00
	Equipment Maintenance						

ATTACHMENT B-1

	Office Supplies				750.00	750.00	800.00
	Postage						
	Printing						
	Rents & Leases of Equipment						
	Rents & Leases of Structures				500.00	500.00	500.00
	Professional Services						
	Software						
	Small Tools and Equipment						
	Training Materials						
	Training Related Travel				500.00	500.00	690.00
	Travel and Mileage				3,500.00	3,500.00	3,800.00
	Utilities				150.00	150.00	150.00
	Employment Costs and Fees				100.00	100.00	100.00
	Client Cost of Care				10,000.00	10,000.00	10,000.00
	Miscellaneous (please identify)						
Total Operating Expenses			-		17,500.00	17,500.00	18,040.00
Total Direct Expenses			-		145,362.00	150,435.00	156,522.00
INDIRECT EXPENSES							
	Indirect Cost/Administrative Overhead	15.00%	of base		21,804.00	22,565.00	23,478.00
Total Contract Cost			-		167,166.00	173,000.00	180,000.00

RESOURCE FUND							
Rent Subsidies and Loan Fund					40,000.00	40,000.00	70,000.00
Administrative/Indirect		10.00%	of base		4,000.00	4,000.00	4,000.00
Total Resource Fund Expenses					44,000.00	44,000.00	74,000.00