



Board Agenda Item 45

DATE: August 18, 2020

TO: Board of Supervisors

SUBMITTED BY: Delfino E. Neira, Director, Department of Social Services

SUBJECT: Retroactive Amendment to Selma Community Outreach Ministries Agreement

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a retroactive Amendment I to Agreement No. 20-198 with Selma Community Outreach Ministries for homeless shelter services in eastern Fresno County in response to the COVID-19 pandemic to increase shelter, meals and security services, with no change to the term of May 8, 2020 through January 3, 2021 and increasing the maximum by \$251,728 to a total of \$781,400.

There is no additional Net County Cost associated with the recommended action. Approval of the recommended action will allow the Department of Social Services to increase funding that is used to provide homeless shelter services including meals and security for up to 75 eligible individuals in the Super 8 Motel in the City of Selma. The services are coordinated through Selma Community Outreach Ministries (Selma COM) and funded with Community Development Block Grant - Coronavirus (CDBG-CV) funding. This item pertains to a location in District 4.

ALTERNATIVE ACTION(S):

There is no viable alternative action. Should your Board elect not to approve the recommended action, there will not be adequate funding to continue the shelter-based services available to individuals experiencing homelessness and needing to shelter-in-place in Selma.

RETROACTIVE AMENDMENT:

Department staff identified a budgeting error in the initial agreement, which will be corrected through the recommended amendment. Additionally, the recommended amendment includes CDBG-specific provisions that were omitted in the original agreement. The recommended amendment is retroactive to May 8, 2020, when Selma COM began providing services at the request of the County.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. The recommended amendment will increase the maximum compensation by \$251,728 to \$781,400 and will be offset with CDBG-CV funds. Sufficient appropriations and estimated revenues were included in the Department's Org 5610 FY 2019-20 Adopted Budget and FY 2020-21 Recommended Budget. There are no pending invoices.

DISCUSSION:

On May 26, 2020, your Board approved Agreement No. 20-198 with Selma COM for homeless shelter

services in eastern Fresno County in response to the proclamation of a local emergency related to COVID-19 on March 17, 2020. The term includes a 60-day base contract and six optional 30-day extensions.

Selma COM has placed 75 unsheltered, CDBG-eligible, homeless individuals in rooms at the Super 8 Motel in the City of Selma. This has enabled persons experiencing homelessness to shelter-in-place within their community and help prevent the spread of COVID-19. Selma COM is preparing 4,500 meals monthly and provides evening staff and security on site to ensure individuals remain in their rooms and sheltered during the pandemic for their safety and that of the community.

On June 22, Department staff identified a budgeting error related to the shelter, meals and security services line item of the budget. The dollar amount computed for daily meals per person was not correctly multiplied to cover the actual monthly cost. This has been corrected in the recommended amendment.

With your Board's approval, the recommended amendment will be retroactive to May 8, 2020, the date services began to be provided through Selma COM. The agreement may be terminated without cause by either party upon providing 30-day advance written notice.

REFERENCE MATERIAL:

BAI #58, May 26, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Amendment to Agreement No. 20-198 with Selma COM

CAO ANALYST:

Sonia M. De La Rosa

1 **AMENDMENT I TO AGREEMENT**

2 THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this _____
3 day of _____, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State
4 of California, hereinafter referred to as "COUNTY," and Selma Community Outreach Ministries, a California
5 Non-Profit Organization, whose address is 1701 Whitson St., Selma CA, 93662, hereinafter referred to as
6 "SUBRECIPIENT."

7 **WITNESSETH:**

8 WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No.
9 20-198, effective May 8, 2020, for Homeless Shelter Services in eastern Fresno County in response to the
10 COVID-19 pandemic, for COUNTY's Department of Social Services (DSS); and

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

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

15 1. That the existing COUNTY Agreement 20-198, Page Three (3), Section Four (4), beginning
16 with Line Six (6), with the word "In" and ending on Page Three (3), Line Nine (9) with the word "period" be
17 deleted and the following inserted in its place:

18 "In no event shall the cumulative total of this Agreement exceed Seven Hundred Eighty One
19 Thousand Four Hundred and No/100 Dollars (\$781,400). In no event shall actual services performed under
20 this Agreement be in excess of Ninety Seven Thousand Six Hundred Seventy-Five and No/100 Dollars
21 (\$97,675) for each 30-day period."

22 2. That the existing County Agreement 20-198, Page Fifteen (15), Section Twenty-Eight (28),
23 beginning with Line Twenty-One (21), with the word COUNTY" and ending on Page Fifteen (15), Line
24 Twenty-Four (24) with the word "Grants" be deleted and the following inserted in its place:

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1 "SUBRECIPIENT shall, and shall cause its consultants, subrecipients, contractors, and
2 subcontractors to, comply with all applicable State and Federal laws and regulations governing this
3 Agreement.

4 A. Whenever the SUBRECIPIENT uses the services of a contractor, the SUBRECIPIENT
5 shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations and
6 Fresno County Charter provisions applicable in the performance of their work.

7 B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban
8 Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the SUBRECIPIENT shall
9 require the prime contractor to complete and submit documentation prior to award of the construction
10 contract and upon Project completion that compliance with the Section 3 clause has been met.

11 C. Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-discrimination
12 in employment and contracting opportunities laws, regulations, and executive orders referenced in 24
13 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in
14 Section 109 of the Housing and Community Development Act of 1974 are still applicable.

15 D. Because the SUBRECIPIENT is receiving at least \$100,000 for this Project from the
16 COUNTY's CDBG Program under this Agreement, the SUBRECIPIENT shall complete and submit to the
17 County Community Development Division a "Certification of Payments to Influence Federal Transactions"
18 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the
19 SUBRECIPIENT awards a contract using at least \$100,000 of such CDBG funds, the SUBRECIPIENT
20 shall require the consultant and/or contractor and all their sub-consultants and/or subcontractors to
21 complete and submit these two (2) forms described hereinabove to both the SUBRECIPIENT and the
22 COUNTY.

23 E. Records Retention: The SUBRECIPIENT shall retain all financial records, supporting
24 documents, statistical records and all other records pertinent to this Agreement for a period of four (4)
25 years from the date of the submission of the COUNTY's consolidated annual performance and evaluation
26 report to HUD in which the activities assisted under this Agreement are reported on for the final time. If

1 there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and
2 that have started before the expiration of the four-year record retention period, such records must be
3 retained until completion of the actions and resolution of all issues, or the expiration of the four-year period,
4 whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).

5 F. Uniform Administrative Requirements: The SUBRECIPIENT shall comply with
6 applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.

7 G. Other Program Requirements: The SUBRECIPIENT shall comply with CDBG program
8 requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that
9 the District does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.

10 H. Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under this
11 Agreement will not be utilized for inherently religious activities such as worship, religious instructions or
12 proselytization, and that the SUBRECIPIENT will comply with all requirements of 24 CFR 570.200(j) and
13 5.109."

14 3. That all references in existing COUNTY Agreement No. 20-198 to Exhibit B shall be
15 changed to read "Revised Exhibit B-1," which is attached hereto and incorporated herein by this reference.

16 COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend Agreement No.
17 20-198 and that as of May 8, 2020 the original Agreement and this Amendment I, shall together be
18 considered the Agreement.

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
20 conditions and promises contained in this Agreement not amended herein shall remain in full force and
21 effect. This Amendment I is effective retroactive to May 8, 2020.

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

3 **CONTRACTOR:**
4 **SELMA COMMUNITY OUTREACH MINISTRIES**

COUNTY OF FRESNO

5 By: 

By: _____

6 Print Name: Delfina Vazquez

Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

7 Title: CEO, Selma C.O.M.

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9 By: _____

10 Print Name: _____

By: _____
Deputy

11 Title: _____

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14 Mailing Address:
15 1701 Whitson St.,
16 Selma CA, 93662
Phone No: 559-836-8165
Contact: Delfina Vazquez

17 **FOR ACCOUNTING USE ONLY:**

18 Account No.: 7870
19 ORG No.: 56107001
20 Fund/Subclass: 0001/10000

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BUDGET SUMMARY

ORGANIZATION: Selma Community Outreach Ministries
SERVICES: Homeless Services
CONTRACT TERM: May 8, 2020 through July 6, 2020
July 7, 2020 through August 5, 2020 (optional)
August 6, 2020 through September 4, 2020 (optional)
September 5, 2020 through October 4, 2020 (optional)
October 5, 2020 through November 3, 2020 (optional)
November 4, 2020 through December 3, 2020 (optional)
December 4, through January 3, 2021 (optional)

CONTRACT TOTAL: \$781,400
MONTHLY BUDGET: \$97,675

30-Day Budget

Guest Services	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
Subtotal	\$8,198
Operations	
Food – \$14 per person, per day, up to 75 people	
Supplies	
Fuel/Mileage	
Auto Insurance	
Workers Comp	
Subtotal	\$32,369
Administration	
Administrative Costs for Personnel & Operations (5%)	
Subtotal	\$2,028
Total for Guest Services	\$42,595
Motel Rental/Lease	
Super 8 - \$60 per room, per night, up to 30 rooms per month	
Subtotal	\$54,000
Administration	
Administrative Costs related to Super 8 (2%)	
Subtotal	\$1,080
Total for Motel Rental/Lease	\$55,080
Grand Total	\$97,675