

**AMENDMENT NO. 2 to the AGREEMENT BETWEEN COUNTY OF LAKE - LAKE
COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND SUNRISE SPECIAL SERVICES
FOUNDATION FOR FISCAL YEARS 2022-23 and 2023-24**

This Amendment No. 2 to Agreement between County of Lake - Lake County Behavioral Health Services as Lead Agency for the Lake County Continuum of Care and Sunrise Special Services Foundation for Fiscal Year 2022-23 and 2023-24 is made and entered into this 24th day of July, 2023 by and between the COUNTY OF LAKE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Sunrise Specialty Services Foundation (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties hereto have entered into an Agreement between County of Lake - Lake County Behavioral Health Services as Lead Agency for the Lake County Continuum of Care and Sunrise Special Services Foundation for Fiscal Year 2022-23 ("Agreement") dated January 24 2023 under which CONTRACTOR will provide the operation of a temporary emergency warming shelter to COUNTY; and

WHEREAS, the parties amended the Agreement on April 25, 2023 to extend the contract terms by three months with compensation; and

WHEREAS, the parties desire to again amend the Agreement to increase the total compensation, extend the term, and revise the proposed budget.

NOW, THEREFORE, the parties hereby agree as follows:

A. Section 2 - TERM is hereby amended to read:

This Agreement shall commence on January 1, 2023 and shall terminate on October 24, 2023, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement such continuation shall be deemed on a month-to-month basis subject to the same terms, covenants, and conditions contained herein.

B. Section 3 - COMPENSATION is hereby amended to read:

'Contractor has been selected by County to provide the services described hereunder in Exhibit 'A' titled 'Scope of Services. Compensation to Contractor shall not exceed Four Hundred Sixty Thousand, Eight Hundred Dollars (\$460,800.00).

C. Exhibit A - SCOPE OF SERVICES

1. CONTRACTOR'S RESPONSIBILITIES 1.1 is hereby amended to read:

- 1.1. Contractor will provide a safe place for persons in a temporary emergency warming shelter, located in the former county juvenile hall at 1111 Whalen Way, Lakeport, CA 95453 through August 23, 2023. These services are guided by Homeless Housing, Assistance and Prevention (HHAP) Grant Program as well as the Emergency Shelter, California Government Code 65583(4), and 24 CFR 576.403.

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3. DESCRIPTION OF SERVICES - 3.1 is hereby amended to read:

- 3.1. Contractor will provide warming center operations and services from 5:00PM to 9:00AM daily during the period of January 24 through August 23, 2023.
This includes 34 beds open to all races and genders.

E. Exhibit B - FISCAL PROVISIONS

2. INVOICES is hereby amended to read:

Contractor shall invoice County for the remaining balance of contract following receipt of initial payment. Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@lakecountycva.gov. Invoices must contain an itemized breakdown of expenses by budget line item.

4. PAYMENT TERMS is hereby amended to read:

The LCCOC and the County have determined that Four Hundred Sixty Thousand, Eight Hundred Dollars (\$460,800.00) from the Homeless Housing Assistance and Prevention (HHAP) Round 2 grant, as administered by the County and from the Homeless Housing Assistance and Prevention (HHAP) Round 3 grant as administered by the Lake County Continuum of Care has been allocated for individuals, including 10% for youth under age 24, for emergency shelter and housing navigation services, and for which Sunrise Special Services Foundation, has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD).

4.1 is hereby amended to read:

- 4.1 Following the full execution of contract, County will provide the funding of Four Hundred Sixty Thousand, Eight Hundred Dollars (\$460,800.00) divided over ten months to Contractor in payments of \$51,200 upon invoice and a breakdown of expected expenses.

5. BUDGET is hereby amended to read:

INDIRECT EXPENSES	
LINE ITEM	MONTHLY AMOUNT
Utilities	\$1,000.00
Food	\$3,000.00
Vehicle Fuel	\$300.00
Insurance	\$200.00
Supplies (business and cleaning)	\$175.00

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Admin 10%	\$5,120
Total Monthly Indirect Expenses	\$9795.00
DIRECT EXPENSES	
1FTE Shelter Director	\$7000.00
1FTE Shelter Line Staff (3-11pm shift)	\$4,200.00
1FTE Shelter Line Staff (11pm-7am)	\$4,200.00
1FTE Shelter Line Staff (11pm-7am)	\$3,360.00
1FTE Shelter Line Staff (11pm -7am)	\$4,200.00
0.5FTE Shelter Line Staff	\$1,280.00
1FTE Cook	\$3,864.00
1FTE Housekeeper	\$2,940.00
0.5FTE Driver	\$1,280.00
HMIS Staff	\$800.00
Fringe @ 25%	\$8,281.00
Total Monthly Direct Expenses	\$41,405
TOTAL MONTHLY EXPENSES	\$51,200.00
Total Expense for three (3) Months	\$153,600.00

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The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

By: _____

Chair
Board of Supervisors

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

By: _____

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**SUNRISE SPECIAL SERVICES
FOUNDATION**

By: _____

Annie Barnes
President, Board of Directors

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: _____