

AGREEMENT NO. 2020-061 (3)

**AMENDMENT NO. 3 TO AGREEMENT NO. 2020-061 BY AND BETWEEN THE CITY OF
BAKERSFIELD AND MERCY HOUSE LIVING CENTERS TO OPERATE THE BAKERSFIELD
HOMELESS NAVIGATION CENTER**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 2020-061 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **MERCY HOUSE LIVING CENTERS**, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on May 6, 2020, the parties entered into Agreement No. 2020-061 ("Agreement"), for a total Compensation amount not to exceed \$2,918,800 to administer and operate the CITY's 150-bed Brundage Lane Navigation center (BLNC) in the County of Kern, located at 1900 East Brundage Lane, Bakersfield, CA 93307 (the "**Facility**"); and

WHEREAS, on July 14, 2021, the parties entered into Amendment No. 1 to Agreement No. 2020-061 to retain CONTRACTOR to administer and operate the Facility for an additional year ending June 30, 2022, for a total Compensation amount not to exceed \$3,184,247; and

WHEREAS, on December 21, 2021, the CITY authorized a renovation of the Facility to increase bed capacity from 150 beds to 268 beds, including 19 respite care beds that will be overseen by a healthcare provider; and

WHEREAS, on October 19, 2022, the parties entered into Amendment No. 2 to Agreement No. 2020-061 to retain CONTRACTOR to administer and operate the Facility for an additional year ending June 30, 2023, for a total Compensation amount not to exceed \$4,956,177.09; and

WHEREAS, the CITY desires to retain CONTRACTOR to administer and operate the Facility for an additional three (3) years ending June 30, 2026; and

WHEREAS, on July 1, 2023, CONTRACTOR will provide services for a total of 268 beds, including 19 respite care beds, and 50 kennel spaces, for a total Compensation amount not to exceed \$6,210,264.42.

NOW THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 2020-061 as follows:

AMENDMENT NO.3 TO AGREEMENT NO. 2020-061

S:\EDCD_Shared\Homeless Services\5. PSVS Grants\20-21 2020-061 PSVS Brundage Lane Navigation Center\Year 4 Agreement and Budget\Agreement and Attachments\AmendmentNo.3toAgreementNo.2020-061 JR AV edits.docx

1. Sub-Sections 2.1 and 2.2 of Section 2 of Agreement No. 2020-061, entitled "COMPENSATION TO CONTRACTOR" are hereby amended as follows:

2. COMPENSATION TO CONTRACTOR.

2.1 Total Compensation. The CITY will compensate CONTRACTOR in an annual amount not to exceed Six Million Two Hundred and Ten Thousand Two Hundred and Sixty-Four Dollars and Forty-Two Cents (**\$6,210,264.42**) for performing the scope of work and services. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. CITY and CONTRACTOR recognize that the payment for services under this Agreement is based on a projected level of service at full capacity at any given time, and that the total payment for services is subject to adjustment based on an evaluation of actual annual occupancy levels and associated costs as set forth below.

2.2 Annual Operating Budget. The total compensation for performance of the Scope of Work and Services (as defined in Section 4 below) shall not exceed Six Million Two Hundred and Ten Thousand Two Hundred and Sixty-Four Dollars and Forty-Two Cents (**\$6,210,264.42**) per year, for each year of the term of this contract and as established by the cost proposal attached hereto and incorporated herein as **Exhibit C**. The Annual Operating Budget shall be resubmitted by CONTRACTOR to the CITY for review by April 1st each Fiscal Year (for the purposes of this Agreement, the term "Fiscal Year" refers to CITY's fiscal year). The Annual Budget shall be subject to approval by CITY and will include, but shall not be limited to, the following:

2.2.1 "Annual Operating Budget Summary," and

2.2.2 Detailed Annual Operating Budget," with detail on: (1) Administrative & Professional Services, (2) Operations & Program Expenses, (3) Facility Security Expenses, and Miscellaneous or other categories as needed. Each section shall include a detailed line - item breakdown of each staff position (including total salary and benefit costs), supplies, services, fees, transportation costs, security and safety detail, etc.

2. Section 3 of Agreement No. 2020-61 entitled "TERM OF AGREEMENT" is hereby amended to read as follows:

3. TERM OF AGREEMENT. This Agreement will commence upon July 1, 2023 the "Effective Date" and continue for three (3) years, unless terminated earlier in accordance with Section 16, or as otherwise provided in this Agreement. The Term of this Agreement shall be automatically extended for successive one (1) year terms unless the Agreement is amended in writing in accordance with Section 26 of this Agreement or either party gives written notice to the other of its intent not to extend the Agreement and such notice is provided no later than one hundred twenty (120) days before the end of the then-current term.

3. Sub-Section 4.1 of Section 4 of Agreement No. 2020-61 entitled "Commencement of Operations" is hereby amended to read as follows:

4.1 Commencement of Operations. CITY and CONTRACTOR acknowledge that the Facility shall initially open for service by October 26, 2020 with an ability to provide immediate services to a minimum of fifty (50) clients, and that CONTRACTOR intends to increase its capacity to one-hundred fifty (150) overnight clients within 90 days of opening. On July 1, 2023, CONTRACTOR will commence year with an ability to provide immediate services to 268 beds including meal, logistics and security services to the 19 beds in the respite care dorm.

4. Exhibit C of Agreement No. 2020-061, entitled "BLNC Annual Operating Budget" is hereby amended as attached in **Exhibit C**.

5. Except as amended herein, all provisions of Agreement No. 2020-061 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement No. 2020-061 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"CONTRACTOR"
MERCY HOUSE LIVING CENTERS

By: _____
LARRY HAYNES
Executive Director

[Additional signatures on next page]

APPROVED AS TO CONTENT:
**ECONOMIC AND COMMUNITY DEVELOPMENT
DEPARTMENT**

By: _____

JENNIFER M. BYERS

Acting Economic & Community Development
Director

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

JOSHUA H. RUDNICK

Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

JHR:ag

Attachment: Exhibit C – BLNC Annual Operating Budget

EXHIBIT C:
2023-2024 BHNC ANNUAL OPERATING BUDGET AND
SALARY AND STAFFING PLAN

Table 1. Annual Operating Budget Summary	
Administrative Salaries/ Professional Services	\$483,128.96
Operations and Program Expenses	\$4,351,866.01
Facilities and Security	\$1,375,269.45
TOTAL:	\$6,210,264.42

Table 2. Detailed Annual Operating Budget	
Administrative Salaries/ Professional Services	
Chief Executive Officer	\$29,509.44
Chief Operations Officer	\$17,518.40
Chief Programs Officer	\$16,955.49
Chief Financial Officer	\$16,885.71
Chief Strategy and Compliance Officer	\$9,381.91
Accounting Manager	\$14,309.33
Accounting Supervisor	\$14,733.57
AR Specialist	\$16,798.45
AP Specialists	\$57,024.27
Human Resource Manager	\$11,098.78
IT Specialists	\$30,883.52
Community Resource Manager	\$17,157.54
Director of Emergency Services	\$14,672.35
Shelter Administrative Manager	\$21,847.71
Fleet Manager	\$20,499.17
Professional Fees (IT consultants, travel, audit, etc.)	\$58,030.06
HR Expenses	\$50,548.83
Wi-Fi, computer software, phones, equipment	\$20,000.00
Insurance - general + auto	\$25,274.42
Office supplies, postage, printing	\$20,000.00
Administrative Salaries/ Professional Services Total	\$483,128.96
Operations and Program Expenses	
Regional Director Kern County	\$88,900.00
Program Manager	\$79,248.00
Sr. Site Lead	\$60,674.25
Site Lead	\$232,791.00
Human Resource Specialist (Local)	\$55,473.60
Community Engagement Specialist	\$59,436.00
Housing Solutions Manager	\$71,323.20
Navigation Supervisor	\$66,040.00

Navigator	\$572,071.50
Leasing Agent	\$59,436.00
Reservations Specialist	\$26,003.25
HMIS Data Entry Specialist	\$49,530.00
Overnight Lead	\$58,197.75
Overnight Logistics Coordinator	\$284,054.55
Logistics/Janitorial Staff	\$710,712.84
Kitchen Manager	\$68,681.60
Lead Cook	\$99,060.00
Prep Cook	\$188,214.00
Kitchen Logistics	\$136,777.27
Maintenance Staff	\$58,115.20
Driver Supervisor	\$59,436.00
Driver	\$445,770.00
Support Services/Diversion/Housing Barrier Costs	\$10,000.00
Meals and Snacks	\$586,920.00
Pet Care	\$100,000.00
Transportation	\$3,000.00
Auto Lease/Maintenance	\$45,000.00
Shuttle Fuel	\$72,000.00
Furniture Replacement Reserves	\$5,000.00
Program Salary and Service Totals	\$4,351,866.01
Facility Expenses	
Program Supplies	\$120,000.00
Facility repairs and maintenance	\$30,000.00
Utilities	\$300,000.00
Security/Maintenance	
Contract Security Guards	\$464,280.00
Safety Coordinators	\$448,989.45
Landscaping	\$12,000.00
Facility and Security Total	\$1,375,269.45
TOTAL ANNUAL BUDGET:	\$6,210,264.42

Brundage Lane Navigation Center Staff Plan (2023-2024)

BLNC Staff Plan	FTE	Hourly Rate	Salary	Benefits	Total
Regional Director Kern County	1	\$ 33.65	\$ 70,000.00	\$ 18,900.00	\$ 88,900.00
Program Manager	1	\$ 30.00	\$ 62,400.00	\$ 16,848.00	\$ 79,248.00
Sr. Site Lead	1	\$ 24.50	\$ 47,775.00	\$ 12,899.25	\$ 60,674.25
Site Lead	5	\$ 23.50	\$ 229,125.00	\$ 61,863.75	\$ 290,988.75
Human Resources Specialist	1	\$ 21.00	\$ 43,680.00	\$ 11,793.60	\$ 55,473.60
Community Engagment Specialist	1	\$ 22.50	\$ 46,800.00	\$ 12,636.00	\$ 59,436.00
Housing Solutions Manager	1	\$ 27.00	\$ 56,160.00	\$ 15,163.20	\$ 71,323.20
Navigation Supervisor	1	\$ 25.00	\$ 52,000.00	\$ 14,040.00	\$ 66,040.00
Navigator	11	\$ 21.00	\$ 450,450.00	\$ 121,621.50	\$ 572,071.50
Leasing Agent	1	\$ 22.50	\$ 46,800.00	\$ 12,636.00	\$ 59,436.00
Reservations Specialist	0.6	\$ 17.50	\$ 20,475.00	\$ 5,528.25	\$ 26,003.25
HMIS Data Entry Specialist	1	\$ 20.00	\$ 39,000.00	\$ 10,530.00	\$ 49,530.00
Overnight Site Lead	1	\$ 23.50	\$ 45,825.00	\$ 12,372.75	\$ 58,197.75
Overnight Logistics	6.2	\$ 18.50	\$ 223,665.00	\$ 60,389.55	\$ 284,054.55
Logistics FT	10.4	\$ 17.50	\$ 354,900.00	\$ 95,823.00	\$ 450,723.00
Logistics PT	6.625	\$ 17.50	\$ 226,078.13	\$ 33,911.72	\$ 259,989.84
Kitchen Manager	1	\$ 26.00	\$ 54,080.00	\$ 14,601.60	\$ 68,681.60
Lead Cook	2	\$ 20.00	\$ 78,000.00	\$ 21,060.00	\$ 99,060.00
Prep Cook	4	\$ 19.00	\$ 148,200.00	\$ 40,014.00	\$ 188,214.00
Kitchen Logisitcs FT	0.9375	\$ 17.50	\$ 31,992.19	\$ 8,637.89	\$ 40,630.08
Kitchen Logisitcs PT	2.45	\$ 17.50	\$ 83,606.25	\$ 12,540.94	\$ 96,147.19
Maintenance	1	\$ 22.00	\$ 45,760.00	\$ 12,355.20	\$ 58,115.20
Driver Supervisor	1	\$ 24.00	\$ 46,800.00	\$ 12,636.00	\$ 59,436.00
Driver	9	\$ 20.00	\$ 351,000.00	\$ 94,770.00	\$ 445,770.00
Saftey Coordinator	9.8	\$ 18.50	\$ 353,535.00	\$ 95,454.45	\$ 448,989.45