

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND HARBOR INTERFAITH
SERVICES TO EXTEND THE TERM, ADD ADDITIONAL SERVICES, AND TO
INCREASE COMPENSATION

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Harbor Interfaith Services, Inc. a California non-profit corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of December 21, 2021 ("Effective Date").

RECITALS

A. In July 2019, the Los Angeles County Homeless Initiative Unit and United Way authorized providing a grant of \$330,666 ("Initial Grant") to the cities of Manhattan Beach, Redondo Beach, and Hermosa Beach for homeless plan implementation services, which amount was shared by each City. The Cities agreed that Manhattan Beach would administer the grant funds.

B. On November 1, 2019, the City and Contractor entered into an agreement for professional services ("Original Agreement") for the Contractor to provide homeless services ("Services") at a cost not to exceed \$324,053.

C. On February 27, 2021, the City and Contractor executed an Amendment No. 1 to the Agreement extending the term of the Agreement through December 31, 2021. The Original Agreement, as amended by Amendment No. 1, is referred to as the "Agreement."

D. On August 10, 2021, the City, acting as the lead city on behalf of the cities of El Segundo, Hermosa Beach, and Redondo Beach, submitted a proposal to South Bay Cities Council of Governments (SBCCOG) to continue grant funded case management homeless outreach services to the region.

E. The SBCCOG awarded grant funds in the amount of \$216,000 ("Second Grant") for an additional 18 months to be used on case management homeless outreach services.

F. On December 21, 2021, the Manhattan Beach City Council will consider approving a Memorandum of Understanding between the SBCCOG on the one hand, and the City and the cities of El Segundo, Hermosa Beach, and Redondo Beach on the other hand, related to the grant funds.

G. The Parties now desire to amend the Agreement to: (a) extend the term of the Agreement; (b) amend the Scope of Services to add additional services ("Additional Services"); and (c) compensate Contractor for such Additional Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Extension. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2022, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Scope of Services. The "Scope of Services" attached as Exhibit A to the Agreement is hereby supplemented by adding the "Scope of Additional Services", attached hereto as Exhibit C and incorporated by this reference.

Section 3. Additional Compensation. Section 3A of the Agreement (Compensation) is hereby amended to read as follows:

"A. Compensation.

1. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than \$324,053 for such Services.
2. As full compensation for Additional Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit D. In no event shall Consultant be paid more than \$216,000 for such Additional Services.
3. The "Maximum Compensation" to be paid Contractor for the Services and Additional Services shall not exceed \$540,053.

Section 4. Payment Subject to City Receiving Grant Funds. Contractor acknowledges and agrees that City shall have no obligation to pay Contractor from any source of funds other than the Initial Grant and Second Grant.

Section 5. The Approved Fee Schedule (Exhibit B) of the Agreement is hereby supplemented by the Approved Additional Fee Schedule attached hereto as Exhibit D and incorporated by this reference.

Section 6. All exhibits attached hereto are hereby incorporated by this reference. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Amendment No. 2 on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

Harbor Interfaith Services, Inc.
a California non-profit corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: Tahia Hayslet
Title: Executive Director

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT C

SCOPE OF ADDITIONAL SERVICES

Task 5: Beach Cities Dedicated Case Management Services (Priority Area 2)		
<p>Program Description: Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide consistent case management, decrease burden of homeless calls to police, have closer linkage between outreach activity and city stakeholders, and increase housing placements for cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach). This agreement will provide for two full-time case managers to provide this additional coverage. Harbor Interfaith Services will serve as the subcontractor to execute Manhattan Beach's responsibilities within a separate MOU with the South Bay Cities Council of Governments and provide the two full-time case manager.</p>		
	Deliverables/Performance Targets	Timeline
5.a	Signed contract with service provider(s)	January 2022
5.b	Hire Case Managers if not already hired	February 2022
5.c	Complete the Training Program Design (include abundant case studies) or utilize service provider training program.	February 2022
5.d	Conduct Staff Training – 2 Weeks Intensive Training including shadowing a service provider, or as prescribed by service provider	Feb/Mar. 2022
5.e	Finalize an Outreach Plan if needed	March 2022
5.f	Maintain a client ratio of 1:25 (Case Manager to Clients)	March 2022
5.g	Complete Housing Plans for all clients including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, and legal aid (background checks and credit checks)	To be reported in Quarterly Reports
5.h	Complete Behavioral Health Plans for all cases (mental health, substance abuse, IHSS, medication administration plan, Medi-Cal)	Ongoing
5.i	<p>Quarterly Report detailing metrics and outcomes, progress on behavioral health plans, and progress on participants' housing timeline – including anticipated housing dates. Other data, including demographic data and service linkages should be queryable in HMIS by SBCCOG.</p> <ul style="list-style-type: none"> • At least 50 unduplicated clients are serviced in outreach. • At least 30 unduplicated clients are added to CES • At least 30 unduplicated clients receive case management services • At least 20 unduplicated clients are housed in interim housing • At least 8 unduplicated clients are permanently housed (include destinations: emergency housing voucher, rapid rehousing, reunification, permanent supportive housing, etc.) 	Quarterly Contract Period

EXHIBIT D
APPROVED FEE SCHEDULE FOR ADDITIONAL SERVICES

For services satisfactorily provided associated with the South Bay Cities Council of Governments Grant for homeless case management services, City shall pay Contractor an amount not-to-exceed \$70,000 with monthly fees totaling \$10,464.98 in accordance with the following fee schedule.

1. For salary, taxes and benefit costs associated with the Contractor, City shall pay Contractor a flat monthly fee of 9,578.32.
2. For staff administrative fees, City shall pay Contractor a flat monthly fee of \$886.66.

For reimbursable costs over the duration of the agreement such as: mileage, office supplies, reproduction, technology, insurance, client incentives, motel vouchers, utilities, and postage, City shall reimburse Contractor an amount not to exceed \$7,210.12.