

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
Building Futures with Women and Children
FOR
Mobile Outreach and Emergency Housing Program**

This **Amendment No. 1** (“Amendment”) is made by and between the City of San Leandro (“City”) and Building Futures for Women and Children (BFWC) (“Consultant”) (together sometimes referred to as the “Parties”) as of January 1, 2023, and amends that certain Consulting Services Agreement (“Agreement”) dated July 1, 2022, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to Mobile Outreach Services, and

WHEREAS, the Parties desire to amend the Agreement to Include Emergency Housing Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Consultant a total sum not to exceed \$596,965; and

2. Exhibit A of the Agreement entitled “Scope of Services” is hereby amended to read:
Emergency Housing Program: provides individuals experiencing homelessness, with priority given to such individuals aged 65 or over and/or with chronic health conditions, with emergency shelter in hotel accommodations during the months in which inclement weather is anticipated. In addition, this Emergency Housing Program will provide two meals a day, case management and referral services, and access to warm clothing if needed.

I. Services to be Provided

PROVIDER shall implement the Emergency Housing Program. Under this Agreement, PROVIDER will assume fiscal agent responsibilities to provide direct services to clients, coordinate programs and activities, and operate Emergency Housing Services. As the fiscal agent, PROVIDER will assume budget oversight, evaluation, and reporting responsibilities. At the minimum PROVIDER will ensure that the following service components will be provided:

- a. Provide staff oversight of the program. Ensure preparations are made to begin to offer services no later than January 15, 2023.
- b. Serve a minimum of 12 unduplicated homeless adults with emergency housing services; serve additional homeless adults if funding allows.
- c. Prioritize a housing first model, harm reduction approach, trauma informed care, and cultural competency, racial equity, and inclusivity in all facets of governance, operation, management, and service provision.

- d. Provide a welcoming, safe, sanitary, and inclusive environment for all participants and guests from all walks of life, regardless of race, creed, gender, gender identity, color, or religion. Any person in need: men, women, LGBTQ, is welcome to receive services without judgment.
- e. Develop, coordinate, implement, oversee, and evaluate Emergency Housing Program operations, programs, and services.
- f. Provide Case Management. Provide staff trained in providing housing search and applications assistance. Arrange for meeting with each participant to ensure all are assessed and connected to the Coordinated Entry system for additional housing resources during their motel stay.
- g. Support participants with their health, mental health, housing, and social service needs by coordinating with community-based agencies serving the homeless population in Alameda and linking clients to programs and services that will help end their homelessness.
- h. Secure a minimum of 12 hotel rooms in advance, using the best reasonable negotiated rate, between January 15, 2022 and March 31, 2023.
1. Ensure hotel rooms receive regular daily inspection to review habitability and condition of rooms, and to address any issues with participants. Motel rooms used must be in acceptable physical condition and must be accessible for individuals with disabilities if accommodations are required.
- J. Serve a minimum of two meals per day for each participant on the days that motel rooms are offered.
- k. Provide services to allow program participants to receive mail at the subcontractor location. Participants will receive the specific address through which they may receive mail.
- l. Provide warm clothes for program participants that do not have sufficient winter clothing.
- m. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between the PROVIDER and the CITY.
- n. Participate in the City of San Leandro's homeless initiatives and programs, including bi-weekly Homeless Case Management Meetings.
- o. Ensure timely and accurate submission of monthly, annual, and other reports requested by the City of San Leandro.
- p. PROVIDER agrees to implement and operate the program in accordance with the terms of this agreement.

II. Program Evaluation and Reporting Requirements

- a. PROVIDER shall submit quarterly reports no later than 15 days after the end of the month being reported on. Monthly reports will include, at the minimum, the following data elements:
 - Unduplicated clients serviced
 - Demographic information of clients including:
 - Age, gender, race, ethnicity, city of last residence and residence prior to entry.
 - Program impact and outcomes:

- Number and percentage of unsheltered individuals who have exited the emergency housing into year-round shelter or other interim housing
 - Number and percentage of unsheltered individuals who have exited the emergency housing into permanent housing
 - Number and percentage of unsheltered individuals who have been connected to employment assistance, full or part-time employment, general assistance, food stamps, or other mainstream supports.
- Other information that will help in the evaluation of the program
- b. PROVIDER shall participate in the evaluation of the program to help identify areas that will improve service delivery, program effectiveness, and client outcomes. PROVIDER will implement program improvement strategies identified in the evaluation.
 - c. PROVIDER shall submit a final narrative of the Emergency Housing Program by April 30, 2023 containing, at a minimum, the information in (a) above. The report shall include a narrative accounting of the progress achieved toward the Scope of Work objectives, and the unsheltered individual information in the monthly reports using aggregate reporting.
 - d. PROVIDER shall make good faith efforts to collect and input data at 100% data quality.
 - e. PROVIDER shall make good faith efforts to provide other information, as requested by the City of San Leandro, in a timely manner.
3. Exhibit B of the Agreement entitled “Compensation Schedule & Reimbursable Expenses” is hereby amended to read:

City shall pay Contractor Consultant an amount not to exceed the total sum of \$596,965 for all services to be performed pursuant to this Agreement, which includes an additional \$154,000 to the original contract amount of \$442,965. See details of additional \$154,000 in the chart below. The total sum stated above shall be the total which City shall pay for the services to be rendered by Contractor Consultant pursuant to this Agreement. Payments will be made quarterly, following the successful review of grant outcomes in the quarterly and final reports. Detailed invoices are required. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

Personnel	\$15,000
Program Operations (Client Assistance-Hotel stays, Food and Supplies)	125,000
Indirect	\$14,000
Grand Total	\$154,000

4. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

Fran Robustelli , City Manager

Liz Varela , Executive Director

Attest:

Kelly Clancy, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Michael Yuen, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Eric Engelbart, Acting Human Services Department Director