

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE STREETS TEAM**

This Second Amendment to Agreement ("SECOND AMENDMENT") is entered into this ____ day of _____, 2017 by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and, SAN JOSE STREETS TEAM, a California non-profit public benefit corporation ("CONSULTANT").

RECITALS

WHEREAS, on February 13, 2014, CITY and CONSULTANT entered into an agreement entitled "Agreement for Consultant Services Between the City of San José and San José Streets Team" ("AGREEMENT"); and

WHEREAS, on January 22, 2015, CITY and CONSULTANT exercised Option No. 1 to extend the term of the AGREEMENT through February 29, 2016; and

WHEREAS, on June 25, 2015, CITY and CONSULTANT entered into a First Amendment to the AGREEMENT to increase the total amount of compensation to One Million Three Hundred Thousand Dollars (\$1,300,000) and to modify the performance measures and budget to reflect the increase in compensation; and

WHEREAS, on February 16, 2016, CITY and CONSULTANT exercised Option No. 2 to extend the term of the AGREEMENT through February 28, 2017 and increase the maximum compensation for the new option term to One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000); and

WHEREAS, CITY and CONSULTANT desire to further amend the AGREEMENT to extend the AGREEMENT to June 30, 2017 and increase the maximum compensation to Two Million One Hundred Eighty Thousand Dollars (\$2,180,000).

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. SECTION 2, "TERM OF AGREEMENT" is amended to read as follows:

- "A. The term of this AGREEMENT shall be from March 1, 2014 to June 30, 2017, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.
- B. CITY's agreement to extend the term of this AGREEMENT is not a waiver of the "time is of the essence" provided in SECTION 3."

SECTION 2. SECTION 4, "COMPENSATION" is amended to read as follows:

- "A. The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed TWO MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$2,180,000). The rate and schedule of payment is set out in SECOND REVISED EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.
- B. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:
 - 1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
 - 2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 - b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and

safety reasons.

3. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT.
- C. CITY's funding of this AGREEMENT shall be on a fiscal basis (July 1 to June 30) and is subject to annual appropriations. Accordingly, the parties agree that the exercise of any option period is contingent upon appropriation of funds by the CITY."

SECTION 3. REVISED EXHIBIT B, "SCHEDULE OF PERFORMANCE AND PERFORMANCE GOALS" is amended to read as shown in SECOND REVISED EXHIBIT B, attached and incorporated into this SECOND AMENDMENT.

SECTION 4. REVISED EXHIBIT C, "COMPENSATION" is amended to read as shown in SECOND REVISED EXHIBIT C, attached and incorporated into this SECOND AMENDMENT.

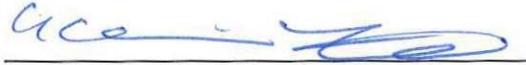
SECTION 4. All of the terms and conditions of the amended AGREEMENT not modified by this SECOND AMENDMENT shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



KEVIN W. FISHER
Chief Deputy City Attorney

By: _____

TONI J. TABER
City Clerk

"CONSULTANT"

SAN JOSE STREETS TEAM, a California non-profit corporation

By: _____

Name: EILEEN RICHARDSON
Title: PRES/CEO

SECOND REVISED EXHIBIT B

SCHEDULE OF PERFORMANCE AND PERFORMANCE

1.01 Quarterly Performance Goals.

As described below, the CONSULTANT shall track Services provided and the outcome measures and report them on quarterly basis for each year during the period of March 1, 2014 through February 28, 2016. Quarter 1 begins on March 1 and ends on May 31; Quarter 2 begins on June 1 and ends on August 31; Quarter 3 begins on September 1 and ends on November 31; Quarter 4 begins on December 1 and ends on February 28, or on February 29 in a leap year.

For the period March 1, 2017 through June 30, 2017, CONSULTANT shall track Services provided and the outcome and report them at the end of the term of the AGREEMENT (June 30, 2017).

1.02 Unduplicated Participants.

CONSULTANT shall retain any records documenting participant eligibility. Such records shall include intake date, family size, total household income, gender head of household, race, ethnic, and disability data. The CONSULTANT shall track the number of Unduplicated Participants served by the Program and report on a quarterly basis. For purposes of this AGREEMENT, Unduplicated Participants shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year

1.03 Services; Quarterly Performance Goals.

Throughout the term of this AGREEMENT, CONSULTANT shall provide the following services to participants and track the number of Unduplicated Participants who are housed, the hours of Case Management services that are provided to participants and the hours of Employment Development and use its best efforts to meet these quarterly performance goals:

Activity 1: *Housing Placement (number of people housed).*

For the period of March 1, 2014 through February 28, 2016:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
General Fund	10	30	30	30	100
Total Project	10	30	30	30	100

For the period of March 1, 2017 through June 30, 2017:

General Fund	5
Total Project	5

Activity 2: Case Management Services (number of hours of case management provided by program staff).

For the period of March 1, 2014 through February 28, 2016:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
General Fund	1000	2500	2000	2500	8,000
Total Project	1000	2500	2000	2500	8,000

For the period of March 1, 2017 through June 30, 2017:

General Fund	625
Total Project	625

Activity 3: Employment Development Services (number of hours of employment development assistance provided by program staff).

For the period of March 1, 2014 through February 28, 2016:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
General Fund	200	500	500	500	1,700
Total Project	200	500	500	500	1,700

For the period of March 1, 2017 through June 30, 2017:

General Fund	625
Total Project	625

1.04 Outcome Measure Statement and Measurement Methodology

Measurement Methodology.

CONSULTANT shall track participant success in finding and maintaining permanent housing, employment and increased income. CONSULTANT shall track outcomes in HMIS, and by utilizing case notes and approved assessment forms. CONSULTANT shall maintain records on the Unduplicated Participants who participated throughout the Project. CONSULTANT shall submit quarterly reports in Web Grants results of outcome measures and performance goals no later than ten (10) calendars days after the end of the each quarter.

Outcome Measure #1	75% of participants will attain permanent housing within four months of intake.
Measurement Methodology	Case Managers shall assist participants to attain housing in scattered sites or in those units set aside for the Program. CONSULTANT shall record participants' housing placement in HMIS.

	03/01/14 – 02/28/16			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	75%	N/A	75%
	03/01/17-06/30/17			
Outcome Goal	75%			

Outcome Measure #2	75% of participants shall secure employment and/or display increased economic self-sufficiency within twelve months of being permanently housed.			
Measurement Methodology	CONSULTANT's Employment Development Specialist shall assist participants to attain a sustainable income, preferably through employment. CONSULTANT shall record participants' increased income and any job placement in HMIS and case notes.			

	03/01/14 – 02/28/16			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	N/A	N/A	75%
	03/01/17-06/30/17			
Outcome Goal	75%			

Outcome Measure #3	80% of participants will maintain permanent housing for at least 12 consecutive months.			
Measurement Methodology	Case Managers will work with participants to maintain housing and employment. CONSULTANT shall record participants' housing maintenance/status in HMIS.			

	03/01/14 – 02/28/16			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	N/A	N/A	80%
	03/01/17-06/30/17			
Outcome Goal	80%			

1.05 Reporting Requirements:

Annual Report. CONSULTANT shall submit an Annual Report at the end of fourth quarter to the Housing Department/Grant Management Unit which shall include a summary of all CONSULTANT's performance on all outcome measures and performance goals discussed in this Exhibit no later than seven (7) calendar days after the end of the fourth quarter for each year during the period of March 1, 2014 through February 28, 2016 and at the end of the term of the AGREEMENT for the period March 1, 2017 through June 30, 2017.

1.06 Cost Reimbursement.

CONSULTANT will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be made on a form and in manner prescribed by the CITY based on actual documented costs.

SECOND REVISED EXHIBIT C
COMPENSATION

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses shall not exceed TWO MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$2,180,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

CONSULTANT shall invoice CITY on a monthly basis for all services performed under this AGREEMENT since the previous invoice and for all reimbursable expenses incurred since the previous invoice. The invoice shall set forth a detailed description of the services performed during the invoice period, the amount of hours CONSULTANT's personnel expended in performing those services and the total amount to be paid. The invoice shall also provide a detailed description and supporting documentation for all reimbursable expenses. CONSULTANT will be compensated at 100% of cost for reimbursable items provided the maximum budgeted amount is received and the items are properly documented with receipts.

The maximum compensation, including professional services and reimbursable expenses, shall not exceed the indicated amount for the following work items:

Description	Year Ending 2/28/15	Year Ending 2/29/16	Year Ending 2/28/17	3/1/17-6/30/17	Maximum Amount
Personnel	340,000.00	340,000.00	340,000.00	110,000.00	1,130,000.00
Benefits	95,200.00	95,200.00	95,200.00	34,000.00	319,600.00
Flex Funding for Participants Services (reimbursement item)	65,417.00	75,217.00	75,217.00	40,000.00	255,851.00
Purchase of Computers or Software (reimbursement item)	9,800.00	0	0	0	9,800.00
Communications (reimbursement item)	8,400.00	8,400.00	8,400.00	3,000.00	28,200.00
Travel (reimbursement item)	24,200.00	24,200.00	24,200.00	5,000.00	77,600.00
Supplies (reimbursement item)	3,300.00	3,300.00	3,300.00	2,000.00	11,900.00
Approved overhead	103,683.00	103,683.00	103,683.00	36,000.00	347,049.00
Total	650,000.00	650,000.00	650,000.00	230,000.00	2,180,000.00

The Director of Housing, in the Director's sole discretion, may shift or adjust any portion of the amounts set forth above to another item so long as the total does not exceed the maximum amount of compensation to be paid under the AGREEMENT. Any such adjustment must be in writing to be effective.

The specific description of the listed expenses is as follows:

Flex Funding: This category includes various items to build trust and assist participants in preparing for housing, including but not limited to identification cards, travel expenses, housing fast fund, application costs for new housing, and to retain housing, including costs for short-term motel stays.

Computer: CONSULTANT's staff will be supplied with new laptop computers in order to work from various locations. In addition, Office Suite software will be acquired for Word, Excel, and Outlook, to be used for communication, housing search, HMIS reporting, etc.

Communications: CONSULTANT's staff will be supplied with cell phones and telephone service for the term of this AGREEMENT.

Travel: CONSULTANT's staff will receive mileage expenses for driving between meetings, visits to participants, housing search, etc.

Supplies: Office supplies, including but not limited to HMIS licenses, etc.

Approved Overhead: A 19% overhead rate on personnel costs was supported as a necessary cost by submitted documents.