

RESOLUTION NO. 20-11

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Fourth Amendment To The Professional Services Contract With The Berkeley Food And Housing Project To Extend The Term Through June 30, 2020 And To Increase The Compensation By \$38,100 To A Total Amount Not To Exceed \$303,100

WHEREAS, on May 15, 2018, the City Council passed Resolution No. 18-47, adopting the updated City of Emeryville Homeless Strategy ("Homeless Strategy"); and

WHEREAS, in order to implement the objectives of the Homeless Strategy, the City requires assistance with homeless outreach, case management, and administration of Rapid Re-Housing Services (together, "Homeless Programs"); and

WHEREAS, on May 15, 2018, the City Council passed Resolution No. 18-48, authorizing the City Manager to execute a Professional Services Agreement ("Contract") with the Berkeley Food and Housing Project ("Contractor") in an amount not to exceed \$265,000 and appropriating \$205,000 from the Affordable Housing Fund (Fund 299) for the provision of Homeless Programs for fiscal year 2018-19; and

WHEREAS, on June 1, 2019, the City and Contractor entered into a First Amendment to the Contract amending the scope of work and extending the termination date of the Contract from June 30, 2019 to October 1, 2019; and

WHEREAS, on November 4, 2019, the City and Contractor entered into a Second Amendment to the Contract extending the termination date of the Contract from October 1, 2019 to February 1, 2020, to provide continued services using funds available due to changes in the Contractor's staffing arrangements; and

WHEREAS, on January 22, 2020, the City and Contractor entered into a Third Amendment to the Contract extending the termination date of the Contract from February 1, 2020 to February 29, 2020, to provide continuity of services pending the City Council's review of an additional extension and budget augmentation request; and

WHEREAS, an amendment extending the current Contract through June 30, 2020 would provide for continuity of outreach services through the end of Fiscal Year 2019-2020 to allow for preparation and processing of a Request for Proposals soliciting an outreach team that includes roving medical services; and

WHEREAS, the Contractor has submitted a proposal to provide services through June 30, 2020 for an additional amount of \$38,100 and a total Contract amount not to exceed \$303,100; now, therefore, be it

RESOLVED that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Fourth Amendment to the Professional Services Contract between the City of Emeryville and the Berkeley Food and Housing Project, in substantial form as attached as Exhibit A to this Resolution, extending the term to June 30, 2020 and increasing the compensation by \$38,100 to total not to exceed \$303,100.

ADOPTED by the City Council of the City of Emeryville at a regular meeting held Tuesday, February 18, 2020, by the following vote:

AYES:	5	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FOURTH AMENDMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this ____ day of _____, 2020, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **BERKELEY FOOD AND HOUSING PROJECT** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated July 1, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide support services to individuals experiencing homelessness; and

WHEREAS, the City and Contractor entered into a First Amendment to the Contract effective June 21, 2019, amending the scope of work and extending the termination date of the Contract; and

WHEREAS, the City and Contractor entered into a Second Amendment to the Contract effective November 4, 2019, extending the termination date of the Contract; and

WHEREAS, the City and Contractor entered into a Third Amendment to the Contract effective January 22, 2020 further extending the termination date of the Contract to allow for development of a proposal requiring City Council review; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-** _____ ;

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

REV 01/2020

Exhibit A

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-4**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2020**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **THIRTY-EIGHT THOUSAND, ONE HUNDRED DOLLARS AND NO CENTS (\$38,100.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE HUNDRED THREE THOUSAND AND ONE HUNDRED DOLLARS AND NO CENTS (\$303,100.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FOURTH AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

Asst. 

City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2020

Christine S. Daniel, City Manager

Dated:

BERKELEY FOOD AND HOUSING PROJECT

1/22
_____, 2020



Calleene Egan, Executive Director (Signature)

BERKELEY FOOD & HOUSING PROJECT
Budget

**City of Emeryville – Homeless Navigation, Rapid Re-
Housing, and Emerging Needs Budget**
July 1, 2018-June 30, 2020 (24 months)

Item	Budget
Staffing and operational costs	\$114,280
Staffing and Operations Augmentation	\$38,100
6 slots of Rapid Re-Housing Funds of up to \$23,000 each	\$120,720
Emerging Needs Funds	\$30,000
Total	\$303,100

Augmentation Detail:

Associate Program Director: 0.03 FTE to provide program oversight, supervision of project coordinator, act as liaison with the City of Emeryville.	\$ 950
Program Supervisor: 0.17 FTE of existing staff to provide program coordination, supervision of case management, prepare program reports and coordinate program data collection.	\$ 3,850

Housing Navigator: 1.0 FTE Primary responsibility to perform assessments, developing housing stabilization plan to reduce barriers to housing, and Housing retention support as needed.	\$ 18,540
Benefits: Payroll tax, health benefits, Workers' Compensation, retirement contribution for staff @ 29% of wages	\$ 6,860
Transportation costs: Mileage reimbursement for program staff to visit participants, BFHP Vehicle operating costs (gas, insurance, maintenance) for transporting clients, Transit Passes for Clients, and staff accompanying clients on public transit	\$ 460
Program/Office Supplies: Program materials (paper, folders, etc.) for client files and outreach (including weekly hospitality supplies for homeless drop-in), Fees for obtaining ID cards, SS cards, birth certificates, credit reports, etc.	\$ 280
Operations costs: Wireless access plan, cell phone reimbursement; Office space, telephone, liability insurance, and other infrastructure that support program operations	\$ 3,350
Administrative Costs: up to 10% of overall, to record costs, prepare invoices, and monitor financial compliance of contract, includes tracking and distribution of funds for financial assistance, and overall general administrative cost of managing contract.	\$ 3,810
Total Detail	\$38,100

Budget Explanation

Homeless Housing Navigation Services

City of Emeryville will fund a 1.0 FTE Housing Navigator to conduct outreach, liaise with local landlords, manage the Rapid Re-Housing slots, and coordinate services for individuals experiencing homelessness in Emeryville. (See Attachment 6). This staff would continue to provide street outreach and harm reduction, but would replace the .375 FTE Outreach Staff at BFHP (\$40,000 annually) with 1.0 FTE Emeryville Dedicated Housing Navigator at \$97,000 (including supervision, program oversight and overhead). In addition, BFHP would administer the Rapid Re-Housing slots and Emerging Needs fund, coordinating with Alameda County and the North County Family Front Door.

The Budget Augmentation would allow BFHP to continue providing housing services to the City of Emeryville from March 1, 2020 to June 30, 2020.

Rapid Re-Housing

City of Emeryville will fund 5 - 6 slots of Rapid Re-Housing for individuals at a maximum annual cost of \$23,000 per client at a total of \$138,000.

Emerging Needs Fund

Funds up to \$300 will be distributed by BFHP on an as needed basis for emergency situations such as an immediate need for a motel room or for health crises. Any need greater than \$300 will be approved by Emeryville staff and no individual will receive more than \$1,000 in Emerging Needs Funds in a twelve month period without City staff approval after an analysis of remaining funds.