

Description:

CONTINUATION AND SECOND AMENDMENT to that certain AGREEMENT between CITY and OPERATOR FOR OPERATION OF OVERNIGHT WARMING LOCATIONS AND SHOWER & SANITATION PROGRAM in order to continue and extend the term retroactive from July 1, 2017 through June 30, 2018, increase the grant award, and amend the Scope of Services, the Compensation and Budget for Fiscal Year 2017-2018.

On November 28, 2017, the Council of CITY declared a continued state of emergency due to a shelter crisis, pursuant to California Government Code Section 8698, as the possibility of severe weather coupled with potential flooding poses a significant threat to the health and well-being of the approximately 2,800 unsheltered individuals in the City of San José living along the waterways, on the streets, and in other exposed areas. In response to the shelter crisis, OPERATOR operates Overnight Warming Locations as well as other shelter and services for unsheltered homeless residents of the City of San José during periods of inclement weather in designated City-owned Locations.

On December 23, 2015, CITY and OPERATOR entered into a grant agreement in the amount of \$423,793 in Housing Trust Fund (HTF) funds to fund operation of Overnight Warming Locations and Shower & Sanitation Program (SSP) services in the City of San Jose by OPERATOR for a term that expired on June 30, 2016. On November 9, 2016, the Parties continued and amended the original AGREEMENT to extend the term for one additional fiscal year retroactive from July 1, 2016 through June 30, 2017, carried over the remaining funding from the previous year, added an additional \$57,000 in HTF funds, and amended the Scope of Services and budget schedule to add case management services. The Parties desire to further continue and amend the AGREEMENT, extending the term for an additional fiscal year retroactive from July 1, 2017 through June 30, 2018, adding an additional \$506,000 in HTF funds, and amending the Scope of Services and budget schedule to reflect discontinuation of SSP and revision of the scope of case management services for fiscal year 2017-2018.

Funding Source: Housing Trust Fund (HTF)

Amended Amount for
Fiscal Year 2017-2018: \$506,000

Amended Amount for
Fiscal Year 2016-2017: \$57,000
Amount for Fiscal Year
2015-2016: \$423,793
Total Grant Award
Not to Exceed: Not to Exceed \$986,793

2nd Amended
Agreement Term: Start Date: 7/1/2017 End Date: 06/30/2018
1st Amended
Agreement Term Start Date: 7/1/2016 End Date: 06/30/2017
Original Agreement
Term: Start Date: 12/23/2015 End Date: 06/30/2016

PARTIES TO AGREEMENT:

	OPERATOR	CITY OF SAN JOSE
Agency Name:	HomeFirst Services of Santa Clara County	Housing Department
Address for Legal Notice:	507 Valley Way	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	Milpitas, CA 95035	San José, CA 95113-1907
Attention:	Andrea Urton, Chief Executive Officer	Jacky Morales-Ferrand, Director
Email Address:	aurton@homefirstscc.org	Jacky. Morales-Ferrand@sanjoseca.gov
Telephone No.:	(408) 539-2113	(408)-535-3855
Taxpayer ID	94-2684272	
CITY Business License/ Tax No.:		
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

OPERATOR Contact Person:	René Ramirez
Title:	Director of Services
Telephone No:	(408) 539-2118
Email:	rramirez@homefirstscc.org

CITY Contact Person:	Robert Lopez
Title:	Development Officer
Telephone No:	(408) 975-4402
Email:	Robert.Lopez@sanjoseca.gov

REVISED EXHIBIT LIST

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit A: Scope of Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit B: Monitoring and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit C: Compensation and Budget
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit D: Payment and Reporting Schedule
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit E: Location Details
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit G: Insurance Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit H: Retroactive Services

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

YES	N/A	<u>REQUIRED LANGUAGE ATTACHMENT</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	City of San José Funding
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Federal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State
<input type="checkbox"/>	<input checked="" type="checkbox"/>	County
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Public Agency
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private Funding Agency

I certify that I have read and hereby consent to all the terms and provisions contained in the attached SECOND AMENDMENT, including without limitation, all exhibits. Said SECOND AMENDMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California non-profit public benefit corporation

OPERATOR Signature: _____ Date: _____
Print Name: Andrea Urton
Title: Chief Executive Officer

CITY OF SAN JOSE, a California municipal corporation

JACKY MORALES-
FERRAND, Director,
Housing Department

_____ Date: _____

Approved as to form:
HANA HARDY
Deputy City Attorney

_____ Date: _____



**CONTINUATION AND SECOND AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT GRANT AGREEMENT
(Overnight Warming Locations / Shower & Sanitation Program)**

This CONTINUATION AND SECOND AMENDMENT TO GRANT AGREEMENT FOR OPERATION OF OVERNIGHT WARMING LOCATIONS AND SHOWER & SANITATION PROGRAM (“SECOND AMENDMENT”) is entered into this ____ day of _____, 2017 by the CITY OF SAN JOSE, a California municipal corporation (“CITY”), and HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California nonprofit public benefit corporation (“OPERATOR”). All capitalized terms used but not defined herein shall have the meaning provided in the AGREEMENT. For the purposes of this SECOND AMENDMENT, CITY and OPERATOR are collectively referred to as “Parties”.

RECITALS

WHEREAS, on December 23, 2015, CITY and OPERATOR entered into an agreement titled “Agreement Between City of San José and HomeFirst Services of Santa Clara County for Operation of Overnight Warming Locations and Shower & Sanitation Program” for a grant of \$423,793 in CITY Housing Trust Fund (“HTF”) funds that expired on June 30, 2016 (“AGREEMENT”); and

WHEREAS, on November 9, 2016, CITY and OPERATOR entered into a Continuation and First Amendment to the original AGREEMENT (“FIRST AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2016 through June 30, 2017, increase funding in the amount of \$57,000 in HTF funds, revise the Scope of Services as defined and set forth in Revised Exhibit A to the AGREEMENT, and revise the budget schedule; and

WHEREAS, pursuant to Section 34(G) of the AGREEMENT, CITY and OPERATOR desire to further amend the AGREEMENT to continue and extend the term of the AGREEMENT retroactive from July 1, 2016 through June 30, 2018, increase funding in the amount of \$506,000 in HTF funds, amend the Scope of Services and the Compensation and Budget to reflect discontinuation of SSP and revision of the scope of case management services for Fiscal Year 2017-2018; and

WHEREAS, it is understood and agreed that OPERATOR has commenced work and incurred costs prior to execution of this SECOND AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse OPERATOR for those costs in accordance with the terms of the continued AGREEMENT;

NOW, THEREFORE, the Parties agree to further continue and amend the amended AGREEMENT as follows:

1. Extension of Term. The term of the AGREEMENT under Section 1 is hereby extended retroactive from July 1, 2017 through June 30, 2018.
2. Increase Funding. The grant award is hereby increased in the amount of \$506,000 of HTF funds, for a total grant award not to exceed \$986,793.
3. Scope of Services. **REVISED EXHIBIT A** to the AGREEMENT, is hereby replaced in its entirety with the **SECOND REVISED EXHIBIT A** attached hereto.
4. Compensation and Budget. **REVISED EXHIBIT C** to the AGREEMENT is hereby replaced in its entirety with the **SECOND REVISED EXHIBIT C** attached hereto.
5. Location Details. **EXHIBIT E** to the AGREEMENT is hereby replace in its entirety with the **REVISED EXHIBIT E** attached hereto.
6. Retroactive Services. **REVISED EXHIBIT H** to the AGREEMENT, titled “Retroactive Services” is hereby replaced in its entirety with the **SECOND REVISED EXHIBIT H** attached hereto.
7. No Other Amendments. CITY and OPERATOR acknowledge and agree that the AGREEMENT, as amended by the FIRST AMENDMENT and by this SECOND AMENDMENT, constitutes the entire agreement by and between CITY and OPERATOR relating to the grant of CITY HTF funds, and supersedes any and all other agreements written or oral between the Parties.
8. Exhibits. All exhibits attached hereto are incorporated herein by reference.
9. Reaffirmation. In the event of an inconsistency between this SECOND AMENDMENT and the amended AGREEMENT, the terms and conditions of this SECOND AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the amended AGREEMENT not changed, amended, or modified by this SECOND AMENDMENT shall remain in full force and effect.
12. Counterparts. This SECOND AMENDMENT may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
13. Governing Law. This SECOND AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

SECOND REVISED EXHIBIT A
SCOPE OF SERVICES
(FY 2015-2016)

USER shall provide the services as described in this Revised Exhibit A to the Agreement (“FY 15-16 Scope of Services”).

USER shall operate Overnight Warming Locations (OWL) at the Locations specified in this Revised Exhibit A within all specifications, guidelines and expectations of a CITY facility.

In the event USER or CITY desires to modify the Scope of Services or schedule of community services or other services, Director or CITY REPRESENTATIVE shall have the authority to approve modifications without the necessity of a formal written amendment to this AGREEMENT. However, modifications to the Locations must be approved by the City Council.

USER shall not have access to any of the Locations specified except under the conditions provided below.

A. PERIOD OF SERVICE

Services related to the FY 15-16 **Overnight Warming Location Program** (“FY 15-16 OWL Program”) will commence on the first evening of inclement weather, as defined herein, after the date of final execution of this AGREEMENT, and continue through March 31, 2016.

Services related to the Shower and Sanitation Program will commence within 30 days of execution of this AGREEMENT and continue through June 30, 2016.

B. LOCATION

The Overnight Warming Location Program shall be conducted at the following locations (hereinafter “Locations”):

Site Name	Address
Bascom Community Center	1000 S Bascom Ave, San José, CA 95128
Tully Community Library	880 Tully Rd, San José, CA 95111
Washington United Youth Center	921 S 1st St, San José, CA 95110
Bibliotheca Latinoamericana Branch Library	921 S 1st St, San José, CA 95110

The allowed use of each Location is more particularly described in Exhibit E.

The Shower and Sanitation Program will be conducted at the following location:

Site Name	Site Address
Boccardo Reception Center	2011 Little Orchard Street San José, CA 95125

C. SCOPE OF SERVICE

USER shall provide the following services:

Activity 1 – Overnight Warming Location

USER will operate Overnight Warming Locations for a combined 100 unsheltered homeless residents of the City of San José according to the procedures described herein.

USER will operate the OWL Program during periods of inclement weather, triggered by a forecast 48 to 72 hours in advance by the National Weather Service of following conditions:

- an overnight low of 38 degrees or lower with a probability of rain less than 50%; **or**
- an overnight low of 42 degrees or lower with a probability of rain of 50% or greater;
- or**
- prolonged periods of rain with flooding in low-lying areas.

The Parties intend to have all Locations operational within 30 days of the execution of this AGREEMENT. USER will mobilize and activate OWL services within 48-hours of notice from the CITY.

Basic services provided by USER at each Location include:

- a. Access to restroom facilities and food.
- b. Site set up, supervision and clean up.
- c. Security services to be provided by subcontract with a professional, established, security agency to provide service during all hours of operation at each Location.
- d. Cleaning services to be provided by subcontract with a professional cleaning service to clean each Location in the morning after the Locations are activated so that the Locations can be returned to regular CITY provided programming the next morning without interruption or delay.
- e. If any issue is identified by Location staff, it will be addressed within the same business day by USER or the CITY REPRESENTATIVE.
- f. USER will provide bus tokens and provide shuttle service to offer transportation as users exit the facility to ensure no loitering occurs at the site.

General Operating Procedures

- a. No one will be denied access to the site; however, strict security will be provided at the site to ensure safety for both the participants and staff. Participants violating rules or creating unsafe conditions at any Location will be removed from the site.
- b. USER and CITY REPRESENTATIVE shall identify two contacts that CITY staff can contact for concerns/issues during and after each activation period;

- c. Operating hours and time of exit may vary by Location. General Hours of Operation will be between 9 pm to 9 am. Individuals shall exit by 8am to allow for site clean-up and sanitization;
- d. CITY REPRESENTATIVE will document specific site needs and expectations and provide this information to USER prior to activation;
- e. Access keys will be held by CITY REPRESENTATIVE and delivered to the USER's assigned contact once Locations are activated.
- f. If available, onsite storage will be used for program supplies.
- g. Personal belongings will be kept in the sleeping area to the extent possible; outside area may be used during overnight operating hours, as needed, for oversized belongings such as shopping carts or other bulky items;
- h. USER will supply kennels and clean area to provide for pets.

Activity 2 – Shower & Sanitation Program

USER will provide a Shower & Sanitation Program (“SSP”), providing safe access to shower, sanitation, meals and laundry facilities at USER’s Boccardo Reception Center (“BRC”) to homeless, unsheltered individuals not already accessing these services through USER’s other programs. Such services shall be provided in accordance with the following terms:

- A. Services for up to 30 unsheltered, unsheltered participants daily, in addition to those already accessing services at BRC, will be available five days per week on a drop-in basis.
- B. Priority shall be given to those contacted by HomeFirst and PATH’s citywide and downtown outreach teams. Outreach teams shall provide participants with referral documentation.
- C. Services to be provided include:
 - 1. Access to showers;
 - 2. Access to laundry facilities; and
 - 3. A lunch meal to be provided to participants while accessing shower and laundry services.

D. PERFORMANCE MEASURES & UNITS OF SERVICE

Warming Location.

a. Overnight Warming Location

For purposes of this Program in fiscal year 2015-2016, UNDUPLICATED FY 15-16 PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. USER shall retain records documenting eligibility. Such records shall include family size, total household income, gender, head of household, race, ethnic, and disability data. The goal for UNDUPLICATED FY 15-16 PARTICIPANTS served will depend on how many nights the OWL Locations are activated, which is unknown at the time of this AGREEMENT. The goals are divided into three intervals based on the number of nights per OWL Location activation.

# of nights OWL Locations are activated	Total Unduplicated FY 15-16 Participant Goal
1-10 nights	120
11-20 nights	180
21-30 nights	240

b. Shower and Sanitation Program

Because a full participant intake is not reasonable for a shower and sanitation program, unduplicated participants for the program include individuals already entered into Homeless Management Information System (“HMIS”).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	N/A	65	50	35	150
Total Project	N/A	65	50	35	150

Services

Throughout the term of this AGREEMENT, OPERATOR shall provide the following services to participants during overnight hours for OWL based on period of inclement weather (Activity 1 = approximately 30 days per FY) and 9am to 2pm Monday thru Friday for SSP (Activity 2a, 2b, and 2c):

Activity 1: *Number of Person Shelter Days*

HTF Goal: 100 Person Shelter Days per Night of OWL operation

Total Project Goal: 100 Person Shelter Days per Night of OWL operation

For fiscal year 2015-2016, the goal for Number of Person Shelter Days (“FY 15-16 PSDs”) will be determined based on the number of nights the OWL Locations are activated, which is unknown at the time of this AGREEMENT. Once all four sites are activated, the goal is 100 FY 15-16 PSDs per night of operation. For example, if the warming center is activated for six nights during the reporting period, the goal will be 600 (6 nights X 100 FY 15-16 PSDs/ nights = 600 FY15-16 PSDs.) At the end of each reporting period, the CITY will input the goal into the reporting forms based on the number of nights of OWL activation.

Activity 2a: *Number of duplicated participants accessing showers*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	n/a	300	900	900	2,100
Total Project	n/a	300	900	900	2,100

Total calculated based on 15 participants/day x 5 days/week x 7 months (Dec-June)

Activity 2b: *Number of meals provided*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total

HTF grant	n/a	300	900	900	2,100
Total Project	n/a	300	900	900	2,100

Total calculated based on 15 meals per day x 5 days/week x 7 months (Dec-June)

Activity 2c: *Number of duplicated participants accessing laundry services*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	n/a	80	240	240	560
Total Project	n/a	80	240	240	560

Total calculated based on 4 participants/day x 5 days/week x 7 months (Dec-June)

Outcome Measure Statement and Measurement Methodology

Outcome Measure #1	75% of participants accessing SSP services will indicate that their basic needs of shower and sanitation were met, as measured by quarterly cross-section of participants who respond “Somewhat agree” and “Mostly agree” to a participant satisfaction survey.			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	75%	n/a	75%

Outcome Measure #2	80% of OWL participants will indicate that their basic needs were met, as measured by quarterly cross-section of participants who respond “Somewhat agree” and “Mostly agree” to a participant satisfaction survey.			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

SCOPE OF SERVICES

(FY 2016-2017)

For fiscal year 2016-2017, USER shall provide the services as described below in this EXHIBIT A.

USER shall operate Overnight Warming Locations, Shower & Sanitation Program and Assembly Use Case Management at the Locations specified in this Exhibit A below within all specifications, guidelines and expectations of a CITY facility.

In the event USER or CITY desires to modify the Scope of Services or schedule of community services or other services, Director or CITY REPRESENTATIVE shall have the authority to approve modifications without the necessity of a formal written amendment to this AGREEMENT. However, modifications to the Locations must be approved by the Council of the CITY.

USER shall not have access to any of the Locations specified except under the conditions provided below.

A. PERIOD OF SERVICE

Services related to the **OWL Program** will commence on the first evening of inclement weather, as defined herein, after the date of final execution of this AGREEMENT, and continue through March 31, 2017, or as directed by the CITY.

Services related to the Shower and Sanitation Program will commence begin on July 1, 2016 and continue through June 30, 2017.

Services related to the Assembly Use Case Management will commence after October 1, 2016 and continue through June 30, 2017.

B. LOCATION

The OWL Program shall be conducted at the following Locations:

Site Name	Address
Bascom Community Center	1000 S Bascom Ave, San José, CA 95128
Tully Community Library	880 Tully Rd, San José, CA 95111
Washington United Youth Center	921 S 1st St, San José, CA 95110
Bibliotheca Latinoamericana Branch Library	921 S 1st St, San José, CA 95110

The allowed use of each Location is more particularly described in Exhibit E to the Agreement.

The Shower and Sanitation Program will be conducted at the following location:

Site Name	Site Address
Boccardo Reception Center	2011 Little Orchard Street San José, CA95125

The Assembly Use Case Management will be conducted at locations of participating organizations throughout the City of San José which are registered under the CITY's Assembly Use Shelter Program, as directed by the CITY's Housing Department.

C. SCOPE OF SERVICE

USER shall provide the following services:

Activity 1 – Overnight Warming Location

USER will operate Overnight Warming Locations for up to 100 unsheltered homeless residents of the City of San José according to the procedures described herein.

USER will operate the OWL Program during periods of inclement weather, triggered by a forecast 48 to 72 hours in advance by the National Weather Service of following conditions:

- an overnight low of 38 degrees or lower with a probability of rain less than 50%; **or**
 - an overnight low of 42 degrees or lower with a probability of rain of 50% or greater;
- or**
- prolonged periods of rain with flooding in low-lying areas.

USER will mobilize and activate OWL services within 48-hours of notice from the CITY.

Basic services provided by USER at each Location include:

- a. Access to restroom facilities and food.
- b. Site set up, supervision and clean up.
- c. Security services to be provided by subcontract with a professional, established security agency to provide service during all hours of operation at each Location.
- d. Cleaning services to be provided by subcontract with a professional cleaning service to clean each Location in the morning after the Locations are activated so that the Locations can be returned to regular CITY provided programming the next morning without interruption or delay.
- e. If any issue is identified by Location staff, it will be addressed within the same business day by USER or the CITY REPRESENTATIVE.
- f. USER will provide bus tokens and provide shuttle service to offer transportation as users exit the facility to ensure no loitering occurs at the site.

General Operating Procedures

- a. No one will be denied access to the site; however, strict security will be provided at the site in order to ensure safety for both the participants and staff. Participants violating rules or creating unsafe conditions at any Location will be removed from the site.
- b. USER and CITY REPRESENTATIVE shall identify two contacts that CITY staff can contact for concerns/issues during and after each activation period;
- c. Operating hours and time of exit may vary by Location. General Hours of Operation will be between 9 pm to 9 am. Individuals shall exit by 8am to allow for site clean-up and sanitization;
- d. CITY REPRESENTATIVE will document specific site needs and expectations and provide this information to USER prior to activation;
- e. Access keys will be held by CITY REPRESENTATIVE and delivered to the USER's assigned contact once Locations are activated.
- f. If available, onsite storage will be used for program supplies.
- g. Personal belongings will be kept in the sleeping area to the extent possible; outside area may be used during overnight operating hours, as needed, for oversized belongings such as shopping carts or other bulky items;
- h. USER will supply kennels and clean area to provide for pets.

Activity 2 – Shower & Sanitation Program

USER will provide a Shower & Sanitation Program (SSP), providing safe access to shower, sanitation, meals and laundry facilities at USER's Boccardo Reception Center (BRC) to homeless, unsheltered individuals not already accessing these services through USER's other programs. Such services shall be provided in accordance with the following terms:

- B. Services for up to 30 unhoused, unsheltered participants daily, in addition to those already accessing services at BRC, will be available five days per week on a drop-in basis.
- B. Priority shall be given to those contacted by HomeFirst and PATH's citywide and downtown outreach teams. Outreach teams shall provide participants with referral documentation.
- C. Services to be provided include:
 1. Access to showers;
 2. Access to laundry facilities; and
 3. A lunch meal to be provided to participants while accessing shower and laundry services.

Activity 3 – Assembly Use Case Management

USER will provide funding for one full time or two part time case managers (1.0 FTE). Case management will be provided a minimum of five days a week at various times between the hours of 6:00am and 11:00pm at locations of participating organizations registered with the CITY's Assembly Use Shelter Program. The CITY's Housing Department will provide the locations to OPERATOR and approve the location schedule.

D. PERFORMANCE MEASURES & UNITS OF SERVICE

For purposes of this Program in fiscal year 2016-2017, UNDUPLICATED FY 16-17 PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. USER shall retain records documenting UNDUPLICATED FY 16-17 PARTICIPANTS eligibility. Such records shall include family size, total household income, gender, head of household, race, ethnic, and disability data.

a. Overnight Warming Location

The goal for UNDUPLICATED FY 16-17 PARTICIPANTS served will depend on how many nights the OWL Locations are activated, which is unknown at the time of this AGREEMENT. The goals are divided into three intervals based on the number of nights per OWL Location activation.

# of nights OWL Locations are activated	Total Unduplicated Participant Goal
1-10 nights	75
11-20 nights	150
21-30 nights	200

b. Shower and Sanitation Program

Because a full client intake is not reasonable for a shower and sanitation program, UNDUPLICATED FY 16-17 PARTICIPANTS for the program include individuals already entered into Homeless Management Information System (HMIS).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	35	35	35	35	140
Total Project	35	35	35	35	140

c. Assembly Use Case Management

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	N/A	15	45	30	90
Total Project	N/A	15	45	30	90

Services

Throughout the term of this amended AGREEMENT, OPERATOR shall provide the following services to participants during overnight hours for OWL based on period of inclement weather (Activity 1 = approximately 30 days per FY) and 9am to 2pm Monday thru Friday for SSP (Activity 2a, 2b, and 2c). Activity 3 will be provided at varying schedules between the hours of 6am and 11pm.

Activity 1: Number of Person Shelter Days

HTF Goal: 20 Person Shelter Days per Night of OWL operation

Total Project Goal: 20 Person Shelter Days per Night of OWL operation

For fiscal year 2016-2017, the goal for PSDs will be determined based on the number of nights the OWL Locations are activated. The goal is 20 PSDs per night of operation. For example, if the warming center is activated for six nights during the reporting period, the goal will be 120 (6 nights X 20 PSDs/ nights = 120 PSDs.) At the end of each reporting period, the CITY will input the goal into the reporting forms based on the number of nights of OWL activation.

Activity 2a: Number of duplicated participants accessing showers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	1,350	1,350	1,350	1,350	5,400
Total Project	1,350	1,350	1,350	1,350	5,400

Total calculated based on 22.5 participants/day x 5 days/week x 12 months (June-July)

Activity 2b: Number of meals provided

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	1,350	1,350	1,350	1,350	5,400
Total Project	1,350	1,350	1,350	1,350	5,400

Total calculated based on 22.5 meals per day x 5 days/week x 12 months (June-July)

Activity 2c: Number of duplicated participants accessing laundry services

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	240	240	240	240	960
Total Project	240	240	240	240	960

Total calculated based on 4 participants/day x 5 days/week x 12 months (June-July)

Activity 3: Number of case management sessions for Assembly Use Program

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	N/A	40	120	120	280
Total Project	N/A	40	120	120	280

Total calculated based on ten (10) case management sessions a week for eight (8) months (November-June)

Outcome Measure Statement and Measurement Methodology

Outcome Measure #1	75% of participants accessing SSP services will indicate that their basic needs of shower and sanitation were met, as measured by quarterly cross-section of participants who respond “Somewhat agree” and “Mostly agree” to a participant satisfaction survey.
Measurement Methodology	

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	75%	n/a	75%

Outcome Measure #2	80% of OWL participants will indicate that their basic needs were met, as measured by quarterly cross-section of participants who respond “Somewhat agree” and “Mostly agree” to a participant satisfaction survey.			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

Outcome Measure #3	Number of Assembly Use Shelter Program participants completing a Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT)			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	10	30	30

SCOPE OF SERVICES

(FY 2017-2018)

For fiscal year 2017-2018, USER shall provide the services as described below in this SECOND REVISED EXHIBIT A.

USER shall operate Overnight Warming Locations and case management services at the Locations specified in this Exhibit A below within all specifications, guidelines and expectations of a CITY facility.

In the event USER or CITY desires to modify the Scope of Services or schedule of community services or other services, Director or CITY REPRESENTATIVE shall have the authority to approve modifications without the necessity of a formal written amendment to this AGREEMENT. However, modifications to the Locations must be approved by the Council of the CITY.

USER shall not have access to any of the Locations specified except under the conditions provided below.

A. PERIOD OF SERVICE

Services related to the **OWL Program** will commence on the first evening of inclement weather, as defined herein, after the date of final execution of this AGREEMENT, and continue through June 30, 2018, or as directed by the CITY.

B. LOCATION

The OWL Program shall be conducted at the following Locations:

Site Name	Address
Dr. Roberto Cruz Alum Rock Branch Library	3090 Alum Rock Ave., San José, CA 95127
Tully Community Library	880 Tully Rd, San José, CA 95111
Roosevelt Community Center	901 E. Santa Clara St., San José, CA 95116
Southside Community Center	5585 Cottle Rd., San José, CA 95123

The allowed use of each Location is more particularly described in Exhibit E to the AGREEMENT.

C. SCOPE OF SERVICE

USER shall provide the following services:

Activity 1 – Overnight Warming Location

USER will operate Overnight Warming Locations for up to 100 unsheltered homeless residents of the City of San José according to the procedures described herein.

USER will operate the OWL Program during periods of inclement weather, triggered by a forecast 48 to 72 hours in advance by the National Weather Service of following conditions or as declared by the CITY:

- an overnight low of 38 degrees or lower with a probability of rain less than 50%; **or**
- an overnight low of 42 degrees or lower with a probability of rain of 50% or greater;
- or**
- prolonged periods of rain with flooding in low-lying areas; **or**
- 50% probability of rain for two or more days

USER will mobilize and activate OWL services within 48-hours of notice from the CITY.

Basic services provided by USER at each Location include:

- a. Access to restroom facilities and food.
- b. Site set up, supervision and clean up.
- c. Security services to be provided by subcontract with a professional, established security agency to provide service during all hours of operation at each Location.
- d. Cleaning services to be provided by subcontract with a professional cleaning service to clean each Location in the morning after the Locations are activated so that the Locations can be returned to regular CITY provided programming the next morning without interruption or delay.
- e. If any issue is identified by Location staff, it will be addressed within the same business day by USER or the CITY REPRESENTATIVE.
- g. USER will provide bus tokens and provide shuttle service to offer transportation as users exit the facility to ensure no loitering occurs at the site.
- g. USER will provide case management to assist those who want to access services.

Additionally, USER will ensure that security remains on-site for a short period after each OWL location is closed. USER will also deploy additional support staff to ensure each location is cleared to avoid any programming interruptions at the locations.

General Operating Procedures

- a. No one will be denied access to the site; however, strict security will be provided at the site in order to ensure safety for both the participants and staff. Participants violating rules or creating unsafe conditions at any Location will be removed from the site.

- b. USER and CITY REPRESENTATIVE shall identify two contacts that CITY staff can contact for concerns/issues during and after each activation period;
- c. Operating hours and time of exit may vary by Location. General Hours of Operation will be between 9 pm to 9 am. Set up time will be between 8 pm, at the latest, to 9 pm. Individuals shall exit by 8am to allow for site clean-up and sanitization;
- d. CITY REPRESENTATIVE will document specific site needs and expectations and provide this information to USER prior to activation;
- e. Access keys will be held by CITY REPRESENTATIVE and delivered to the USER's assigned contact once Locations are activated.
- f. If available, onsite storage will be used for program supplies.
- g. Personal belongings will be kept in the sleeping area to the extent possible; outside area may be used during overnight operating hours, as needed, for oversized belongings such as shopping carts or other bulky items;
- h. USER will supply kennels and clean area to provide for pets.

D. PERFORMANCE MEASURES & UNITS OF SERVICE

For purposes of this Program in fiscal year 2017-2018, UNDUPLICATED FY 17-18 PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. USER shall retain records documenting UNDUPLICATED FY 17-18 PARTICIPANTS eligibility. Such records shall include family size, total household income, gender of head of household, race, ethnic, and disability data.

a. Overnight Warming Location

The goal for UNDUPLICATED FY 17-18 PARTICIPANTS served will depend on how many nights the OWL Locations are activated, which is unknown at the time of this AGREEMENT. The goals are divided into four intervals based on the number of nights per OWL Location activation.

# of nights OWL Locations are activated	Total Unduplicated Participant Goal
1-10 nights	75
11-20 nights	150
21-30 nights	200
31-45 nights	250

Services

Throughout the term of this AGREEMENT, OPERATOR shall provide the following services to participants during overnight hours for OWL based on period of inclement weather (Activity 1 = approximately 45 days per FY).

Activity 1: *Number of Person Shelter Days*

HTF Goal: 20 Person Shelter Days per Night of OWL operation

Total Project Goal: 20 Person Shelter Days per Night of OWL operation

For fiscal year 2017-2018, the goal for PSDs will be determined based on the number of nights the OWL Locations are activated. The goal is 20 PSDs per night of operation. For example, if the warming center is activated for six nights during the reporting period, the goal will be 120 (6 nights X 20 PSDs/ nights = 120 PSDs.) At the end of each reporting period, the CITY will input the goal into the reporting forms based on the number of nights of OWL activation.

Outcome Measure Statement and Measurement Methodology

Outcome Measure #1	80% of OWL participants will indicate that their basic needs were met, as measured by quarterly cross-section of participants who respond “Somewhat agree” and “Mostly agree” to a participant satisfaction survey.			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

Outcome Measure #2	75% of OWL participants that utilized case management services were connected to services.			
Measurement Methodology				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	75%	n/a	75%

SECOND REVISED EXHIBIT C
COMPENSATION AND BUDGET

Cost Reimbursement

USER 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 the manner prescribed by the CITY, under provisions as set forth in **EXHIBIT D** to the AGREEMENT, titled “PAYMENTS AND REPORTING SCHEDULE”.

Because the CITY and OPERATOR do not know at the time of contract execution the number of nights the Overnight Warming Locations will be activated, the budget and reimbursements are divided into two categories of costs.

1. Startup and Administrative Costs – These are costs likely to be incurred regardless of the number of nights of warming center activation. OPERATOR may submit reimbursement requests for these costs throughout the term of the AGREEMENT, regardless of the number of nights of activation.
2. Warming Center Operations Costs – These costs are dependent on the number of nights the OWL Locations are activated. OPERATOR may submit reimbursement for these costs according to the budget described in this SECOND REVISED EXHIBIT C.

FY 2015-2016 BUDGET

		OWL - Start Up & Admin Costs	OWL - Operations Costs*	OWL Total	Shower & Sanitation	Total Project Cost
<u>Program Services</u>						
	Salary Expenses	\$24,800	\$72,359	\$97,159	\$38,200	\$232,518
	Payroll Taxes & Benefits	\$6,448	\$10,854	\$17,302	\$9,550	\$44,154
	Occupancy costs	\$8,060		\$8,060	\$37,148	\$53,268
	Storage	\$5,400		\$5,400		\$10,800
	Food		\$13,500	\$13,500	\$18,000	\$45,000
	Telephone & IT	\$7,500		\$7,500	\$1,800	\$16,800
	Program Supplies	\$35,600		\$35,600	\$900	\$72,100
	Office Supplies	\$3,600		\$3,600	\$450	\$7,650
	Local Mileage/Travel		\$2,400	\$2,400	\$450	\$5,250
	Uniforms	\$800		\$800	\$100	\$1,700
	Security		\$46,000	\$46,000		\$92,000
	Recruitment Expense		\$1,800	\$1,800	\$120	\$3,720
	Transportation	\$19,500		\$19,500		\$39,000
<u>Support Services</u>						\$0
	Indirect Costs	\$17,873	\$23,506	\$41,379	\$17,074.86	\$99,834
						\$0
Total		\$129,581	\$170,419	\$300,000	\$123,793	\$423,793

*Reimbursement requests for the Warming Center Operations Costs for the OWL program will be approved based on the number of nights of activation of the warming center. **Warming Center Operations Costs will be reimbursed up to \$7,000 per night of activation.**

FY 2016-2017 BUDGET

OPERATOR may continue to spend funds from FY 2015-2016 according to the original budget schedule for OWL and SSP expenses in this REVISED EXHIBIT C. The budget below reflects the additional funds added in fiscal year 2016-2017 for the Assembly Use Case Management Program.

	Services Detail	Assembly Use Case Management Program
<u>Program Services</u>		
	Salary Expenses	\$49,600
<u>Support Services</u>		
	Indirect Costs (15%)	\$7,400
Total		\$57,000

FY 2017-2018 BUDGET

		OWL - Operation Costs*	Total Project Cost
<u>Program Services</u>			
	Salary Expenses	\$213,020	\$213,020
	Payroll Taxes & Benefits	\$55,397	\$55,397
	Occupancy Costs	\$54,000	\$54,000
	Food	\$15,000	\$15,000
	Telephone & IT	\$3,181	\$3,181
	Program Supplies	\$4,500	\$4,500
	Security	\$70,560	\$70,560
	Transportation/Mileage	\$11,250	\$11,250
<u>Support Services</u>			
	Indirect Cost	\$79,092	\$79,092
Total		\$506,000	\$506,000

*Based on 45 nights of operation

REVISED EXHIBIT E

LOCATION DETAILS (FY 2015-2016 AND FY 2016-2017)

A. Bascom Community Center

1000 S. Bascom Avenue
San José, CA 95128

1. Type of Facility: Community Center
2. Areas of Use:
 - a. Multi-purpose room – Sleeping and eating area
 - b. Bathrooms.
 - c. Parking lot.
3. Bed Capacity: 30
4. Regularly scheduled hours of operation: Mon-Thurs 9:00 AM - 8:00 PM, Friday 9:00 AM – 6:00 PM, Sat 9:00 AM – 1:00 PM, Sun Closed
5. Inventory of City Equipment: 2 tables, 4 chairs, A-frame sign, and one barrier to block walkway will be provided for GRANTEE use. All other CITY furnishings and equipment will be removed from the areas of use by PRNS Community Center staff.
6. Other requirements (e.g., checklists): See attached PRNS Facility Walkthrough Evaluation Form.

B. Tully Community Library

880 Tully Road
San José, CA 95111

1. Type of Facility: Library
2. Areas of Use:
 - a. Community room – Sleeping and eating area
 - b. Bathrooms – Left of front entryway
 - c. Parking Lot
3. Bed Capacity: 30
4. Regularly scheduled hours of operation: Mon 1:00 PM - 7:00PM, Tues-Thurs 10:00 AM - 7:00 PM, Fri-Sat 10:00 AM – 6:00 PM, Sun Closed
5. Inventory of City Equipment: 2 tables and 4 chairs will be provided for GRANTEE use. All other CITY furnishings and equipment will be removed from the areas of use by Library staff.
6. Other requirements (e.g., checklists): See attached Library Facility Checklist.

C. Washington United Youth Center

921 S. 1st Street
San José, CA 95110

1. Type of Facility: Reuse Facility
2. Areas of Use:
 - a. Gym – Sleeping and eating area
 - b. Bathrooms – Left of front entryway
 - c. Parking lot
3. Bed Capacity: 30
4. Regularly scheduled hours of operation: 8:00 AM – 10:00 PM Everyday
5. Inventory of City Equipment: None
6. Other requirements (e.g., checklists): See attached PRNS Facility Walkthrough Evaluation Form.

D. Bibliotheca Latinoamericana Branch Library

921 S. 1st Street
 San José, CA 95110

1. Type of Facility: Library
2. Areas of Use:
 - a. Community Room – Sleeping and eating area
 - b. Bathrooms – Left of front entryway
 - c. Parking lot
3. Bed Capacity: 25
4. Regularly scheduled hours of operation: Mon 1:00 PM - 7:00PM, Tues-Thurs 10:00 AM - 7:00 PM, Fri 12:00 PM – 6:00 PM, Sat 10:00 AM – 6:00 PM, Sun Closed
5. Inventory of City Equipment: 2 tables and 2 chairs will be provided for USER use. All other CITY furnishings and equipment will be removed by Library staff.
6. Other requirements (e.g., checklists): See attached Library Facility Checklist.

LOCATION DETAILS (FY 2017-2018)

A. Dr. Roberto Cruz Alum Rock Branch Library

3090 Alum Rock Ave.
San José, CA 95127

1. Type of Facility: Library
2. Areas of Use:
 - a. Multi-purpose room – Sleeping and eating area
 - b. Bathrooms.
 - c. Parking lot.
3. Bed Capacity: 30
4. Regularly scheduled hours of operation: Mon 1:00 PM - 7:00 PM, Tue-Thur 10:00 AM – 7:00 PM, Friday 12:00 PM – 6:00 PM, Sat 10:00 AM – 6:00 PM, Sun Closed
5. Inventory of City Equipment: 2 tables and 4 chairs will be provided for GRANTEE use. All other CITY furnishings and equipment will be removed from the areas of use by Library staff.
6. Other requirements (e.g., checklists): See attached Library Facility Checklist.

B. Tully Community Library

880 Tully Road
San José, CA 95111

1. Type of Facility: Library
2. Areas of Use:
 - a. Community room – Sleeping and eating area
 - b. Bathrooms – Left of front entryway
 - c. Parking Lot
3. Bed Capacity: 30
4. Regularly scheduled hours of operation: Mon 1:00 PM - 7:00PM, Tues-Thurs 10:00 AM - 7:00 PM, Fri-Sat 10:00 AM – 6:00 PM, Sun Closed
5. Inventory of City Equipment: 2 tables and 4 chairs will be provided for GRANTEE use. All other CITY furnishings and equipment will be removed from the areas of use by Library staff.
6. Other requirements (e.g., checklists): See attached Library Facility Checklist.

C. Roosevelt Community Center

921 S. 1st Street
San José, CA 95110

1. Type of Facility: Community Center
2. Areas of Use:

- a. Dance Studio – Sleeping and eating area
- b. Bathrooms – Left of front entryway
- c. Parking lot
- 3. Bed Capacity: 30
- 4. Regularly scheduled hours of operation: Mon-Thur 6:00 AM – 8:00 PM; Fri 6:00 AM – 6:00pm, Sat 9:00AM – 1:00PM, Sun Closed
- 5. Inventory of City Equipment: None
- 6. Other requirements (e.g., checklists): See attached PRNS Facility Walkthrough Evaluation Form.

D. Southside Community Center

5585 Cottle Rd.
San José, CA 95123

- 1. Type of Facility: Community Center
- 2. Areas of Use:
 - a. Classrooms 8 and 9 – Sleeping and eating area
 - b. Bathrooms – Left of front entryway
 - c. Parking lot
- 3. Bed Capacity: 30
- 4. Regularly scheduled hours of operation: Mon-Wed 8:00 AM - 8:00PM, Thurs 8:00 AM - 5:00 PM, Fri 8:00 PM – 4:00 PM, Sat 9:00 AM – 1:00 PM, Sun Closed
- 5. Inventory of City Equipment: 2 tables and 2 chairs will be provided for USER use. All other CITY furnishings and equipment will be removed by Library staff.
- 6. Other requirements (e.g., checklists): See attached Library Facility Checklist.

REVISED EXHIBIT H
RETROACTIVE SERVICES

It is understood and agreed that OPERATOR has provided services prior to the execution of this SECOND AMENDMENT in anticipation of its execution. If CITY accepts and approves the services provided by OPERATOR prior to the date of this SECOND AMENDMENT, CITY agrees to compensate OPERATOR for those services in accordance with the terms of this SECOND AMENDMENT.