

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: June 1, 2020
Reviewed by: NA

SUBJECT: Contract with Berkeley Food and Housing Project (BFHP) for Albany Project HOPE – Housing Opportunities Expanded

REPORT BY: Isabelle Leduc, Assistant City Manager/Recreation & Community Services Director

SUMMARY

The action before the City Council is to approve a 2-year contract for Fiscal Years 2020-21 and 2021-22 with Berkeley Food and Housing Project at a cost not to exceed \$577,866 for the provision of services of Albany Project HOPE that includes outreach, engagement and housing navigation for people experiencing homelessness, including housing subsidies, prevention assistance, landlord incentives and flexible funds for move-in costs.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2020-48 authorizing the City Manager to enter into Contract No. C20-60 with Berkeley Food & Housing Project for Fiscal Years 2020-21 and 2021-22 at a total cost not to exceed \$577,866 for the provision of services for Albany Project HOPE - Housing Opportunities Expanded, the City's homeless outreach, engagement and housing navigation program.

BACKGROUND

Berkeley Food and Housing Project (BFHP) has been providing homeless outreach, engagement, case management and housing services in the City of Albany since July 2013 and has developed a service intensive model. Using Housing First and Harm Reduction principles in combination with intensive and responsive housing navigation services, BFHP has been able to house and retain housing for people who had been chronically homeless. One of the greatest reasons for this success is that case management (Housing Navigation) has been tailored to each client's unique needs. For some, crisis intervention is offered daily, others are supported through community linkages on a weekly to monthly basis. As most clients have not experienced much success with stability, this process of intensive engagement has been working extremely well.

DISCUSSION

Services

The Albany Project HOPE program will continue to use a Housing First/Rapid Re-housing approach to maintain recently housed clients in their housing as well as to house additional homeless residents of Albany. Housing First philosophy holds that people's need for housing is a basic need that should be met as quickly as possible, without any preconditions. Consistent with Housing First principals, the program will use a Harm Reduction approach when addressing both substance abuse and psychiatric issues. Harm Reduction is a set of practical strategies that reduce negative consequences of high risk behaviors, incorporating a spectrum of interventions from safer use, to managed use, to abstinence.

Rapid re-housing (RRH) is an interim housing program for people experiencing homelessness to get quickly re-housed and remain housed. By design, rental assistance is a short and shallow subsidy. Aided by a housing navigator, the client is provided supportive services that help make the transition back to independent living within a short time frame. Once this happens, the rapid re-housing “slot” turns over, and another client can be served until all resources are depleted. (See attached document for the newly adopted Alameda County RRH policy).

Project Hope will continue to provide outreach and engagement; housing navigation; housing search/landlord relationship development, housing placement; and housing stabilization and retention services to homeless residents of Albany. The focus of the work moving forward will be split between outreach, housing navigation and housing stabilization/retention.

Each time the Housing Navigator engages a person, s/he will offer a Coordinated Entry System (CES) assessment, any available options in shelter and work towards permanent housing solutions. The Housing Navigator will, whenever possible, work on meeting immediate needs, as defined by the client, so that after each experience something positive has occurred and a more trusting relationship is forged. This type of consistent and positive engagement is crucial in contributing to successfully helping the individual obtain permanent housing, when it is available. A daily defined outreach route incorporating key sites will be executed along with opportunities to reach out to clients that are identified as in need of assistance by City of Albany employees on an immediate crisis basis (Monday-Friday).

Referrals to mainstream services, which help people obtain and maintain housing, remain a top priority. These include linking to resources for medical care, domestic violence services, drug use management and mental health. Additional priority areas are connecting clients to resources to assist them in increasing their income and with resources that can help address some of their tenancy barriers such as poor credit, or an eviction on their record.

The program will continue to support reunification with friends/ family out of the area as a housing option. After confirming that the reunification plan is both safe and permanent the case managers will provide bus/train tickets to allow the client to be reunited with family or friends in other areas.

The program will also provide financial assistance and other services within the scope of work of the housing navigator to prevent household(s) from being evicted, losing their homes, or becoming homeless.

Staffing

Albany Project HOPE will be staffed by BFHP with one full time Supervisory Case Manager and one part-time housing navigator. The Supervisory Case Manager will provide program oversight, and act as the contract liaison with the City of Albany and work with a case load of clients in partnership with the part-time Housing Navigator. The part-time Housing Navigator will work a flexible schedule, in order to best connect with the homeless population. The Supervisory Case Manager and Housing Navigator will continue to be reachable to clients and Albany staff by cell phone during working hours.

The Supervisory Case Manager and Housing Navigator will sustain a visible presence in the City of Albany and will act as part of the larger team being created by the Albany CARES Program. To this end the Supervisory Case Manager will be present during all drop-in hours of the Albany CARES Program. (Currently, Wednesday and Friday from 10am-1pm in the Annex). The Supervisory Case Manager or Housing Navigator will also be assigned weekly outreach routes that include; the Community Center, the Senior Center, the area around the Safeway store, behind the Target store, Albany Hill, the shower program at the Albany Aquatic Center (currently on Fridays), Solano and San Pablo Avenues, the Ohlone Greenway and any other areas as needed.

The Supervisory Case Manager will attend bi-weekly regional case conferences (By Name List meetings) as a City of Albany representative, attend a once a month case conference with Albany CARES staff, and participate in a monthly rapid re-housing projection meeting at BFHP to ensure that financial assistance to clients is being effectively distributed. Attendance at the North County Housing Resource Center Policy & Procedures meeting by agency representatives including program director level staff and supervisor is also required.

Housing Subsidies

The City will be using a combination of general funds and grant funds including Homeless Emergency Aid Program (HEAP) to provide rapid re-housing subsidies, housing prevention assistance, landlord incentives and flexible housing subsidies for move-in costs.

BFHP will continue to follow the County of Alameda rapid re-housing program guidelines for implementation of its rapid re-housing program. As part of this strategy, BFHP entered a master lease to temporarily housed clients while permanent housing is sought. Cost of

leasing, furnishing, servicing the property and meals for residents is also included in the first year of the contract. Master Leasing ends June 2021.

Prevention usually consists of one-time financial assistance to prevent a client from being evicted, losing his/her home, or becoming homeless. Subsidies may include paying back rent, first/last months rent and security deposit. Landlord incentives encourage property owners to rent to people experiencing homelessness by providing additional funds above the requested security deposits. Housing subsidy fund for move-in costs may include the purchase of furniture, kitchenware, linens or other items to help the newly housed client transition into a new home.

As a response to COVID-19, BFHP has utilized hotel stays to ensure the safety and health of people experiencing homelessness on the streets. It is projected that HEAP funds will carry those individuals in hotel rooms until November 2020. BFHP plans to utilize the master leased house as a space of transition for individuals living in the hotel. Housing stability plans will be developed for all individuals in June 2020, anticipating the start of the new contract on July 1, 2020.

FINANCIAL IMPACT

A combination of General Fund, Community Development Block Grant (CDBG), and Homeless Aid Emergency Program (HEAP) funds have been incorporated in the budget:

7/1/20-6/30/22	Amount
General Fund	\$320,000
CDBG	\$90,000
HEAP*	\$167,866
GRAND TOTAL	\$577,866

*HEAP fund balance to be adjusted based on FY 2019-20 expenditure. Unspent funds at the end of FY 2019-20 will carry over into Fiscal Year 2020-21. Deadline for the expenditure of HEAP funds is March 30, 2021.

Attachments

1. Resolution No. 2020-48
2. Contract No. C20-60 for Services with BFHP

1 **RESOLUTION NO. 2020-48**

2 **A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING**
3 **THE CITY MANAGER TO ENTER INTO CONTRACT NO. C20-60 WITH**
4 **BERKELEY FOOD & HOUSING PROJECT AT A COST NOT TO**
5 **EXCEED \$577,866 FOR THE CONTINUATION OF SERVICES FOR**
6 **PROJECT HOPE BETWEEN JULY 1, 2020 THROUGH JUNE 30, 2022**

7 **WHEREAS**, Berkeley Food and Housing Project (BFHP) has been providing
8 homeless outreach, engagement, case management and housing services to chronically
9 homeless residents in the City of Albany since July 2013; and

10
11 **WHEREAS**, BFHP was chosen for their extensive experience providing services to
12 people experiencing homelessness since 1970; and

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14 **WHEREAS**, BFHP has developed a service intensive model that is a best practice
15 using Housing First and Harm Reduction principles in combination with intensive and
16 responsive case management services and been able to house and retain housing for
17 people no-one thought could be housed; and

18
19 **WHEREAS**, Project HOPE will be staffed by one full-time Supervisor Case
20 Manager and one part time Housing Navigator that will continue to provide outreach and
21 engagement, housing navigation and stabilization, landlord relationship development; and

22
23 **WHEREAS**, the City will be using a combination of general funds and Homeless
24 Emergency Aid Program (HEAP) fund to provide rapid re-housing subsidies, housing
25 prevention assistance, landlord incentives and flexible housing subsidies for move-in
26 costs.

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NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorize the City Manager to enter into contract No. C20-60 at a cost not to exceed \$577,866 with Berkeley Food & Housing Project to continue services for Project Hope between July 1, 2020 through June 30, 2022.

NICK PILCH, MAYOR

CONTRACT # C20-60
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
BERKELEY FOOD & HOUSING PROJECT
FOR PROJECT:
ALBANY PROJECT HOPE

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and Berkeley Food & Housing Project, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of 24 months from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed \$577,866 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or

otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to

persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's

staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: Calleene Egan
Executive Director
Berkeley Food & Housing Project
3225 Adeline St.
Berkeley, CA 94703

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this

AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By _____
(Authorized Officer)

Name:
Title:

By _____
(Authorized Officer)

Name:
Title:

APPROVED AS TO FORM:

Malathy Subramanian, City Attorney

Date _____

City of Albany Business License

BL # _____
Expiration Date:

ATTEST:

Anne Hsu, City Clerk

Date _____

EXHIBIT A

City of Albany
Project HOPE
PROPOSED SCOPE OF SERVICE July 1, 2020 through June 30, 2022

The Berkeley Food and Housing Project (BFHP), (hereafter “Consultant”) is proposing to continue services for Project HOPE from July 2020 through June 2022. The contract will consist of street outreach and housing support services, that include locating and placing clients into housing and housing retention. The contract will also consist of maintaining master leases and hotel case management due to COVID-19 response.

City of Albany Project HOPE: A model of working with chronically homeless individuals

After providing outreach, housing placement and housing retention to chronically homeless residents in the city of Albany for the past six years, we have developed a service intensive model which utilizes best practices. Using Housing First and Harm Reduction principles in combination with intensive and responsive housing navigation services, BFHP has been able to house and retain housing for people no-one thought could be housed. In fact, many of our residents have retained housing for years even as we no longer offer them services. One of the greatest reasons for this success is that we have provided case management (Housing Navigation) tailored to each client’s unique needs. For some we offer crisis intervention daily, for others we support them and make community linkages on a weekly to monthly basis. We can begin exactly where the client is and move from intensive multiple services to less intensive independence in the manner and timing of the needs of the client. As most of our clients have not experienced much success with stability this process of intensive engagement has been working extremely well.

Program Philosophy - Housing First/Rapid Re-Housing

The Project HOPE Housing Navigator will use a Housing First/Rapid Re-housing approach to maintain recently housed clients in their housing as well as to house additional homeless residents of Albany. Housing

First philosophy holds that people's need for housing is a basic need that should be met as quickly as possible, without any preconditions. Consistent with Housing First principals, the program will use a Harm Reduction approach when addressing both substance abuse and psychiatric issues. Harm Reduction is a set of practical strategies that reduce negative consequences of high risk behaviors, incorporating a spectrum of interventions from safer use, to managed use, to abstinence.

Rapid re-housing (RRH) is an interim housing program for homeless people to get quickly re-housed and stay housed. By design, rental assistance is a short and shallow subsidy. Aided by a housing navigator the client is provided supportive services that help make the transition back to independent living within a short time frame. Once this happens, the rapid re-housing “slot” turns over, and another client can be served until all resources are depleted.

Importance of Ongoing Housing Stabilization and Retention

Having been homeless in the past is a significant risk factor for future homelessness. We continue to mitigate the risks of a return to homelessness for these clients and have high outcomes.

The challenges that our housed clients have and are experiencing include difficulty negotiating roommate conflicts, difficulty with basic life skills such as maintaining minimum cleanliness standards in their units, extensive property damage, non-payment of rent, lack of a stable income, and moving unauthorized people into their properties. All of these issues could be putting some housed clients at risk of eviction and future homelessness. Project Hope and community partners are working intensively to lessen the risks of possible evictions and a return to homelessness.

Staffing: The project will be staffed by one full time Supervisory Case Manager and one part time Housing Navigator. The Supervisory Case Manager will provide program oversight, and act as the contract liaison with the City of Albany and work with a case load of clients in

partnership with the Housing Navigator. The Housing Navigator will work a flexible schedule, in order to best connect with the homeless population.

The Supervisory Case Manager and Housing Navigator will sustain a visible presence in the City of Albany and will act as part of the larger team being created by the Albany CARES program. To this end the Supervisory Case Manager or Housing Navigator will be present during all drop in hours of Albany CARES. (Currently, Wednesday and Friday from 10 AM-1PM in the Annex). The Supervisory Case Manager or Housing Navigator will also be assigned a daily outreach route that includes; the community center, the senior center, the area around the Safeway store, behind the Target store, Albany hill, the shower program at the Albany Aquatic Center (currently on Friday), Solano and San Pablo Avenues, the Ohlone Greenway and any other areas that people who are homeless congregate in. The Supervisory Case Manager will also attend bi-weekly regional case conferences (BNL meetings) as a City of Albany representative. The Supervisory Case Manger will participate in a monthly rapid re-housing projection meeting at BFHP to ensure that financial assistance to clients is being effective distributed. The Supervisory Case Manager will attend monthly Albany case conferences with Albany CARES staff.

Program Description/Services

Project Hope will continue to provide outreach and engagement; housing navigation; housing search/landlord relationship development, housing placement; and housing stabilization and retention services to homeless residents of Albany. The focus of the work moving forward will be split between outreach, housing navigation and housing stabilization/retention.

Outreach: The Supervisory Case Manager and Housing Navigator will utilize part of their time to conduct outreach to homeless persons throughout the City of Albany. The goal of outreach is engagement,

relationship building and assessment to encourage participation in services and housing resolution. Engagement can be a long process and it can take many contacts with a homeless individual before the Supervisory Case Manager or Housing Navigator may even be able to do an assessment. During this relationship and trust building process, the client chooses his/her level of engagement with staff and takes the lead in determining his/her initial needs and goals.

Each time the Supervisory Case Manager or Housing Navigator engages a person, s/he will offer a Coordinated Entry system (CES) assessment, any available options in shelter and work towards permanent housing solutions. The Supervisory Case Manager and Housing Navigator will, whenever possible, work on meeting immediate needs, as defined by the client, so that after each experience something positive has occurred and a more trusting relationship is forged. This type of consistent and positive engagement is crucial in contributing to successfully helping the individual obtain permanent housing, when it is available. A daily defined outreach route incorporating the above listed sites will be executed along with opportunities to reach out to clients that are identified as in need of assistance by City of Albany employees on an immediate crisis basis (Monday-Friday).

Housing Navigation:

CES Assessment:

As the Supervisory Case Manager and Housing Navigator develop relationships with homeless individuals s/he will begin the process of CES assessment to establish prioritization for services available across Alameda County and to determine which services are the most effective for the person to resolve their homelessness. The CES assessment focuses on information directly relevant to the client's homelessness and its resolution. The goal of the assessment process is to understand:

- Immediate health or safety risks
- Housing history
- Strengths in obtaining and maintaining housing
- Barriers to obtaining and maintaining housing

- Preferences for housing.
- Linkages needed for wraparound services

Housing Stability Plans:

After completing the CES assessment, the client will be placed on a county prioritized list and the Supervisory Case Manager or Housing Navigator will offer available and appropriate services to the client. If applicable, a housing stability plan will be created. The Housing Stability Plan is the basis for all service provision and is a guide for moving the participant households toward resolving any immediate crises and obtaining sustainable and appropriate, permanent housing as quickly as possible. All Housing Stability Plans are composed of goals and objectives that are reasonable and realistic for the client to achieve. Some common components of a Housing Stability Plan may include obtaining ID, the creation of a monthly household budget and assistance with financial planning, employment search, addressing poor credit and past evictions, managing mental health symptoms.

Housing Search:

The Supervisory Case Manager and Housing Navigator are the primary staff that will have contact with landlords. Both the Supervisory Case Manager and Housing Navigator roles are to locate units in Albany and other areas, build relationships with landlords, and work with the client on the move in process.

The Supervisory Case Manager and Housing Navigator will provide a wide range of services directly related to establishing and maintaining housing stability. These include:

- Linking eligible clients to available move-in assistance and utilities subsidy programs.
- Discussion of housing options with the household
- Research of housing options and encouraging the participant household to research options themselves.
- Providing tools and instruction to participant households regarding how to present themselves favorably to landlords

- In the event that a prospective unit is identified, contacting landlord to arrange for the participant to see the unit.
- Negotiation and mediation with landlords around rents and tenant relationships
- Complete all necessary housing paperwork in collaboration with the landlord, including the lease agreement and IRS Form W-9
- Viewing the unit to ensure it is habitable and safe
- Work with the landlord to arrange for lease signature, coordinate household move-in, and arrange for payment of rent and/or security deposit as negotiated.

Supports to Maintain Housing: Housing Stabilization and Retention

Housing stabilization and retention goals are included in a client's Housing Stability Plan and are based on the client's specific needs.

Examples might include:

- Understanding lease requirements
- Avoiding property damage
- Basic household skills such as cooking and cleaning
- What constitutes good tenant behavior
- Budgeting with a focus on prioritizing rental payment
- Landlord /tenant rights and responsibilities

Home Visits- Regular home visits are an integral part of assessing and responding to housing retention barriers and will continue to be a core part of the program. Once clients become housed, The Project Hope Housing Navigator makes home visits frequently, with the exact frequency determined by the needs of the household. A home visit enables the housing navigator to identify tenancy issues that become "teachable moments." Home visits provide opportunities for real life teaching of skills that are essential for lease renewals, return of tenants' security deposits, and good landlord references. Home visits are also an opportunity to assess the unit for health and safety issues.

Supports to Maintain Landlords

The Supervisory Case Manager and Housing Navigator will follow up with clients and landlords post move in and assist with resolving any conflicts. Their role is also to retain landlords in the program by offering support such as:

- Move in costs and rental subsidies
- Facilitating a meeting between the landlord and the client to review the lease
- The landlord is provided with contact information for the Housing Navigator in the event that any questions or concerns arise
- The Housing Navigator checks in with the landlord while concerns are being addressed
- Mediating disputes in order to resolve landlord/participant concerns

Referrals and Linkage to Other Service Providers:

Referrals to mainstream services, which help people obtain and maintain housing, are a top priority. These could include linking to resources for medical care, domestic violence services, drug use management and mental health. Additional priority areas are connecting clients to resources to assist them in increasing their income and with resources that can help address some of their tenancy barriers such as poor credit, or an eviction on their record.

Homeward Bound Program

The program will continue to support reunification with friends/ family out of the area as a housing option. After confirming that the reunification plan is both safe and permanent the housing navigator will provide bus/train tickets to allow the client to be reunited with family or friends in other areas.

Prevention Assistance

The program will provide financial assistance and other services within the scope of work of the housing navigator to prevent household(s) from being evicted, losing their homes, or becoming homeless.

Client Satisfaction Survey

BFHP will conduct a client satisfaction survey in April and provide a summary of responses in the 4th quarter report to the City.

Reporting

- BFHP will provide quarterly program statistics, performance measures and program narratives to the City of Albany using a template to be mutually determined
- BFHP will provide monthly financial accounting to the City of Albany in regards to temporary financial assistance (rapid re-housing projections)
- BFHP will provide monthly program statistics as required by the funding sources (Immediate Impact Grant & HEAP).

MEETINGS AND COORDINATION

- 1. Participate in City of Albany and County CES meetings
 - City of Albany convened meetings to coordinate services. These may include the Albany Police Department, the Albany CARES Program and others as needed. This will provide an increased level of service coordination and collaboration: Housing Navigator & Supervisor
 - Monthly case conferences with Albany CARES staff: Supervisory Case Manager or Housing Navigator
 - North County HRC By Name List, case conference meetings: Supervisory Case Manager or Housing Navigator
 - North County HRC Policy & Procedures meeting, with attendance by agency representatives including program director level staff and supervisors.
 - North County HRC quarterly meeting: Director of Programs and lead program manager(s) with program implementation authority
 - Other key meetings, as necessary

- Coordinate outreach and housing navigation services with other non-profit outreach and housing providers serving the City of Albany.
- Coordinate with the Family Front Door program to provide housing assistance to families countywide trainings when offered.

HMIS

BFHP is required to participate in the County’s Homeless Management Information System (HMIS). HMIS requires the entry of client-level data into a centralized, web-based system as well as compliance with all applicable confidentiality and data security protocols.

- HMIS Outcomes and Demographic reports for Project Hope will be sent to the City of Albany on the 15th of the month following the end of a quarter.
- Completion of an HMIS intake will be a requirement for any client who is receiving rental assistance through the City of Albany or any other source
- The Project Hope Supervisory Case Manager and Housing Navigator will complete HMIS intakes for all consenting clients who are actively engaged in case management and housing search
 - Completing an HMIS intake is not a requirement for receiving outreach, engagement and initial case management services through Project Hope and therefore the Housing Navigation will not be able to capture less engaged clients within the HMIS system

Response to COVID-19: BFHP has utilized hotel stays to ensure the safety and health of people experiencing homelessness on the streets. It is projected that HEAP funds will carry those individuals in hotel rooms until November 2020. BFHP plans to utilize the master leased house as a space of transition for individuals living in the hotel. Housing stability

plans will be developed for all individuals in June 2020, anticipating the start of the 2021 contract.

EXHIBIT B

Budget

City of Albany – Project HOPE July 1, 2020 – June 30, 2022

Item	Budget
1. Staffing	\$245,900
2. Operating	\$64,100
3. Master Leasing	\$59,215
4. Rapid Re-Housing	\$148,651
5. Homeless Prevention	\$41,000
6. Landlord Incentives	\$5,000
7. Flexible Housing Subsidy	\$14,000
Total	\$577,866

Budget Explanation

<i>1. Staffing Detail</i>	
Program Leadership: 0.04 FTE provides overall leadership and direction with regards to program service design, budget development, and contractual compliance.	\$ 8,941
Program Manager: 0.13 FTE oversees the program, ensuring service objectives are met, monitoring and managing the budget, and certifying compliance.	\$ 19,968
Supervisory Case Manager: 1.0 FTE provides program coordination, supervision of case management, oversight of master lease; prepares program reports and coordinates program data collection.	\$ 119,506
Housing Navigator: 0.40 FTE conducts outreach, liaises with landlords, performs assessments, develops housing stabilization plan to reduce barriers to housing, and provides housing retention support as needed.	\$ 43,970

Benefits: Payroll taxes, health and life benefits, and Workers' Compensation coverage for staff @ 30% of wages.	\$ 53,515
<i>Total Staffing Detail</i>	\$ 245,900
<i>2. Operating Detail</i>	
Non-Salary Personnel Costs: Hiring costs including job posting and background checks; staff training classes and materials.	\$ 1,000
Program Expenses: Outreach safety supplies, transit passes for clients; gift cards for clients for purchases of food, clothing, and household supplies; tenant background screening; fees for obtaining ID cards, birth certificates, etc.	\$ 1,500
Transportation: Mileage reimbursement for program staff to visit participants; Vehicle operating costs (gas, insurance, maintenance) for accessing outreach sites and transporting clients.	\$ 5,200
Facilities: Rent, insurance, repairs, and utilities for staff office space.	\$ 13,200
Office: Office supplies (paper, pens, filing, fastening); office furnishings and equipment (desks, chairs, cabinets, organizers, staplers, hole punches); shredding services; lease of copier/printer/scanner; mailing and postage; telecommunications, including cell phones, landlines, phone system.	\$ 5,500
Information Technology: Computers and accessories; software licenses; tech support; internet access and related services.	\$ 5,500
Business Costs: Liability and miscellaneous insurance, permits and licenses; bank fees and interest, depreciation and other infrastructure that support program operations.	\$ 1,200
Administrative Costs: up to 10% of overall, to record costs, prepare invoices, and monitor financial compliance of contract, including tracking and distribution of funds for financial assistance; and overall general organizational management.	\$ 31,000
<i>Total Operational Detail</i>	\$ 64,100

3. Master Leasing Detail	
House: Rent, utilities, internet access, insurance, repairs and maintenance, household supplies and furnishings.	\$ 45,315
Meals: 3 meals per day per resident prepared by BFHP Meals Program.	\$ 13,900
Total Master Leasing Detail	\$ 59,215
4. TFA Detail	
General Fund	\$ 75,945
HEAP: This budget represents an estimate of HEAP funding available to carry forward from the previous year. The exact budget for the FY 21-22 contract will be adjusted to reflect the actual amount carried forward.	\$ 132,706
Total TFA Detail	\$ 208,651

1. Homeless Housing Navigation Services and Program Management

City of Albany will fund a 0.40 FTE Housing Navigator to conduct outreach, liaise with local landlords, manage the Rapid Re-Housing slots, and coordinate services for individuals experiencing homelessness in Albany. It will also fund a 1.0 FTE Supervisory Case Manager to provide program coordination and supervision of case management, prepare program reports and coordinate program data collection, and supplement case management. Program leadership and management will be conducted by 0.17 FTE who will provide overall programmatic direction, ensure compliance with all contractual obligations, and manage the program budget.

2. Operations

City of Albany will fund operating costs that support program services and administration.

3. Master Leasing

City of Albany will fund the costs of leasing, furnishing, and servicing a property to temporarily house clients while permanent housing is sought. The City will also fund provision of meals for residents. Master Leasing ends June 2021.

4. Rapid Re-Housing/COVID-19 response

City of Albany will fund Rapid Re-Housing slots for individuals following the adopted County of Alameda Rapid re-housing guidelines. Funding will also be used to cover cost of hotel rooms during shelter in place order.

5. Homeless Prevention

City of Albany will fund Prevention activities to prevent household(s) from being evicted, losing their homes, or becoming homeless.

6. Landlord Incentives

City of Albany will fund landlord incentive program to encourage property owners to rent to people experiencing homelessness by providing additional funds above the requested security deposits.

7. Flexible Housing Subsidy

City of Albany will fund housing subsidies for move-in costs, emergency food assistance, clothing, transportation, and other items that remove barriers to being housed.

EXHIBIT D

BFHP Albany PROJECT PERFORMANCE MEASURES FY 20-21

Due on the 15th of each month following the quarter

Project Performance Measures and Targets				
Performance Measure	Target	Progress/Activity this period	Year to date statistics	Comments
Outreach contacts (unduplicated contact with a new client)	60			
Performed initial intake/enrollment	40			
Number of housing case plans performed	25			
New Clients Housed (RRH)	12			
Master Leasing – New clients housed	10			
Clients maintaining housing for 6 months	8			
*Clients maintaining housing for a year	7			
Clients matched with PSH- Everyone Home	6			
New Clients - prevention	6			
Clients receiving flexible housing subsidy for move in costs	10			
Clients served with Landlords incentives	12			

*This measure duplicates clients in the measure above. It includes only non-exited clients.

EXHIBIT F

Albany Project HOPE Homeless Outreach and Engagement Program

Berkeley Food & Housing Project Narrative

Due on the 15th of each month following the quarter

Activities

1. Outreach
 - a. Include number of days at Albany CARES drop in hours
2. Housing Navigation
 - a. CES Assessments
 - b. Housing stability plans
 - c. Housing Search
 - d. Housing Stabilization & Retention
 - e. Home Visits
 - f. Flexible housing subsidy move-in cost description
3. Support to Maintain Landlords
 - a. Landlord incentives fund description
4. Referrals and linkages to Other Service Providers
5. Coordination with other providers
6. Housing Prevention
7. Homeward Bound Program
8. Details from Service Tracking spreadsheet

Successes this Quarter

Challenges this Quarter

Summary of Client Survey Responses (4th quarter only)