



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM No. _____ July 30, 2013

Chris Bazar
Agency Director

July 16, 2013



Linda M. Gardner
Housing Director

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The Honorable Board of Supervisors
County Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: AUTHORIZE AMENDMENT NO. 12 TO PROCUREMENT CONTRACT NO. 2396 WITH THE TIDES CENTER, AS FISCAL SPONSOR OF EVERYONE HOME

RECOMMENDATION:

Approve and authorize Amendment No.12 to Procurement Contract No. 2396 with the Tides Center (Principal: Gary Schwartz, Interim Chief Executive Officer; Location: San Francisco), as fiscal sponsor of EveryOne Home, increasing the contract amount from \$1,936,241 to \$2,196,458 (an increase of \$260,217) for provision of services related to the implementation of the EveryOne Home Plan to end homelessness in Alameda County, and extend the current contract period of January 1, 2008 through December 31, 2013 for six months to June 30, 2014.

SUMMARY/DISCUSSION:

EveryOne Home is the community-based organization formed to coordinate the countywide effort to end homelessness in Alameda County. The goals of EveryOne Home are put forth in *The Countywide Homeless and Special Needs Housing Plan* (Plan), adopted by your Board in November 2006. The Plan was developed under the sponsorship of the Community Development Agency's Housing and Community Development Department (HCD), the Health Care Services Agency's Behavioral Health Care Services Department (HCSA BHCS), the Public Health Department's Office of AIDS Administration (PH/OAA) and the Social Services Agency (SSA), along with the Housing and Human Services Departments of the Cities of Berkeley and Oakland, and the then-existing Countywide Homeless Continuum of Care Council. EveryOne Home replaced the Continuum of Care Council.

EveryOne Home is overseen by its Leadership Board, which includes representatives from HCD, HCSA, SSA and the Sheriff's Department, staff from several cities and homeless and housing community-based organizations, as well as consumer, funder and other representatives. EveryOne Home uses the Tides Center as its fiscal agent. Specific objectives and workplans are developed annually.

Your Board authorized the initial funding contract with Tides Center for EveryOne Home on January 8, 2008. Eleven subsequent amendments added funds and extended the term.

Additional funds are expected to be added to this contract as they are received by HCD for EveryOne Home from additional cities, County departments, and others.

Amendment No. 12 adds \$260,217 to support the work of EveryOne Home. These funds are from CDA's Housing and Community Development Department (\$136,217), Behavioral Health Care Services (\$60,000), Probation through Memorandum of Understanding with HCD for the Realignment Housing Program (\$12,500) and SSA through Memorandum of Understanding with for the Family Reunification Housing Program (\$51,500).

Under the existing contract, EveryOne Home is implementing the 2013 Action Plan, which was approved by the Leadership Board.

Your Board approved Amendment No. 11 on May 21, 2013 for additional funds in the amount of \$63,661, which was not invoiced by end of FY12/13. Necessary adjustment to the FY13/14 budget is requested for this additional amount.

SELECTION CRITERIA AND PROCESS:

EveryOne Home is an organization jointly created by the Sponsoring Agencies of the Alameda Countywide Homeless and Special Needs Housing Plan, which includes multiple County departments, in order to implement the Plan and achieve its goals. The contract was awarded Sole Source Waiver No. 47 previously and is continuing under that waiver. EveryOne Home is using a nonprofit fiscal sponsor and selected the Tides Center to perform this function.

FINANCING:

Funds for this Amendment are included in CDA's approved 2013/14 Budget (\$250,217). Additional appropriations in the amount of \$63,661 are also needed to reflect your Board approval of May 21, 2013. No additional appropriations are required and there is no increase in Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Patrick O'Connell, Auditor - Controller
Donna Ziegler, County Counsel
LaDonna Harris, Chief Probation Officer
Lori Cox, Social Services Agency
Dr. Aaron Chapman, Interim Director, BHCS
Richard Conway, County Administrator's Office
William Fleishhacker, Office of the County Counsel
U.B. Singh, CDA Finance Director

Twelfth Amendment to Agreement

This Amendment No. 12, made and entered into on July 30, 2013, modifies Contract No. 2396, as previously amended, by and between the County of Alameda (the "County") and Tides Center as fiscal sponsor of EveryOne Home (the "Contractor").

WHEREAS, the County and the Contractor entered into Contract No. 2396 on the 8th day of January, 2008, whereby the Contractor agreed to provide services implementing the EveryOne Home Countywide Homeless and Special Needs Housing Plan; and

WHEREAS, the contract was previously amended on December 16th 2008, June 30th 2009, October 27th 2009, May 4, 2010, October 19, 2010, April 12, 2011, July 12, 2011, January 24, 2012, July 24, 2012, January 29, 2013 and May 21, 2013; and

WHEREAS, the County and the Contractor desire to amend the contract again to provide additional compensation to the Contractor, and to require the Contractor to provide an additional level of services.

NOW THEREFORE, the County and Contractor agree as follows:

1. The contract amount shall be increased by \$260,217.00 from \$1,936,241.00 to \$2,196,458.00.
2. The contract term shall be extended from December 31, 2013 to June 30, 2014.
3. The Contractor shall provide an additional level of services in implementing EveryOne Home: The Alameda County-wide Homeless and Special Needs Housing Plan, as set forth and in accordance with the attached, "Exhibit A-1, Tides Center/EveryOne Home Contract Amendment #12, Definition of Services" and "Exhibit B-1, Tides Center/EveryOne Home Amendment #12 Payment Terms", which shall replace Exhibit A-1 and Exhibit B-1 in the existing contract, as amended.
4. All other terms and conditions of the Contract shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this amendment this 30th day of July, 2013.

COUNTY OF ALAMEDA

President, Board of Supervisors

Date

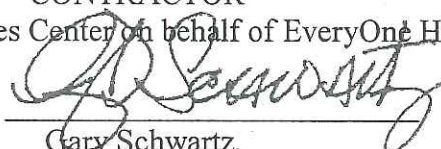
Approved as to Form:
Donna Ziegler,
County Counsel

By: 

William M. Fleishhacker
Deputy County Counsel

CONTRACTOR

Tides Center on behalf of EveryOne Home



Gary Schwartz,
Interim Chief Executive Officer

P.O. Box 29907

Address

San Francisco, CA 94129-0907

City, State, Zip Code

Phone: 415-561-7849

Tax Payer Number:

94-3213100

By signing above, signatory warrants and represents that he/she executed this Eleventh Amendment in his/her authorized capacity and that by his/her signature on this Eleventh Amendment, he/she or the entity upon behalf of which he/she acted, executed this Eleventh Amendment.

Exhibit A-1
Tides Center/EveryOne Home Contract Amendment #12
DEFINITION OF SERVICES

1. Contractor shall provide Services to implement the EveryOne Home Countywide Homeless and Special Needs Housing Plan, April 2006. These shall include but not be limited to:
 - a. Continued staffing of a Leadership Board, with representation from the County Housing and Community Development Department, Behavioral Health Care Services Department, Public Health Agency, Social Services Agency and Sheriff's Department.
 - b. Formation of other committees, advisory bodies and special community meetings, including formerly homeless individuals and consumers of mental health, HIV/AIDS, and homeless services, as well as community service and housing providers, business, funders, cities, and other stakeholders.
 - c. Continued efforts to replicate and expand countywide Homeless Prevention and Rapid Re-housing programs funded by federal, state, and possibly other funds.
 - d. Track implementation of countywide Performance Measurements in contracts for homeless services from multiple County and city sources of funding, including review and discussion of system outcomes vs goals and possible system changes to more successfully achieve desired outcomes. Issue system-wide reports on progress, at least one annually, and hold training institutes for homeless system providers.
 - e. Continued facilitation of community process to plan for system changes necessary to implement the federal Homeless Emergency and Rapid Transition to Housing (HEARTH) Act in Alameda County.
 - f. Implementation of the January 2013 Countywide Homeless Census and subsequent analysis and dissemination of findings.
 - g. Assistance with coordination and implementation of the Realignment Housing Program and the Family Reunification Housing Program.
 - h. Assistance with preparation of proposal submitted to HUD for Continuum of Care funding.
 - i. Implementation coordination for AC Impact grant.
 - j. Creation and facilitation of EveryOne Housed Academies to provide technical assistance to homeless-serving community-based organizations to incorporate a Housing First approach to service delivery.
 - k. Creation and implementation of Action Plan(s) to achieve the goals of the EveryOne Home Plan, including identification of financing sources, systems changes, and service program and housing gaps and proposals. Such Action Plan shall be for at least a term of twelve months and shall be approved by the Leadership Board.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Elaine de Coligny

Executive Director, EveryOne Home

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. Contractor shall submit periodic reports during the term of this contract including no less than:
 - a. Proposed Action Plan, by January 31, annually.
 - b. Implementation progress report, by December 31, annually.
4. Reports shall be in a form acceptable to the County Housing and Community Development Department. Deadlines for reports may be extended or changed with approval by the County Housing Director.
5. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

Exhibit B-1
Tides Center/EveryOne Home Contract Amendment #12
PAYMENT TERMS

1. Upon award of this Agreement by County, County and Contractor shall jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
2. Upon County approval of a budget for funds under this contract and receipt of an invoice, County will provide Contractor with a one-time advance of \$56,254.00, which may be replenished upon suitable invoice. Contractor must return to the County any unspent advanced funds within 90 days after the end of the term of this contract.
3. Thereafter, County will pay Contractor not more frequently than monthly, within thirty (30) days, upon receipt of approved invoice for actual expenditures under the approved budget.
4. The County liaison for all matters concerning this contract, including approval of budget and invoices, shall be the County Housing Director (Director of Housing and Community Development, Community Development Agency) or her designee.
5. Total payment under the terms of this Amended Agreement will not exceed the total amount of *two million-one-hundred-ninety-six-thousand-four-hundred-fifty-eight dollars and no cents* \$2,196,458.00). This cost includes all taxes and all other charges.