

**FIRST AMENDMENT TO THE SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND WeHOPE  
FOR STREET OUTREACH AND ESSENTIAL HOMELESS SERVICES**

This First Amendment to the Services Agreement for Outreach and Essential Homeless Services, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and WeHOPE ("CONTRACTOR"), a California 501(c)(3) nonprofit organization.

WHEREAS, CITY and CONTRACTOR entered into a services agreement on September 10, 2024, whereby CONTRACTOR would provide Street Outreach and Essential Homeless Services ("Agreement"); and

WHEREAS, CITY desires to extend the scope of services and compensation for the expanded scope; and

WHEREAS, CITY and CONTRACTOR now agree that an amendment to said Agreement is advisable.

NOW, THEREFORE, CITY AND CONTRACTOR ENTER INTO THIS FIRST AMENDMENT TO THE SERVICES AGREEMENT:

1. Section 1 entitled "Contract Documents" is hereby amended, in part, to read as follows:

1. Contract Documents

[Replace the first paragraph with the following:]

The complete Contract consists of the following documents: Exhibit A, Scope of Services; A-1, Scope of Services – Inclement Weather Hotel Pilot Program; Notice Inviting Proposals; Instructions to Proposers; Specifications; Terms and Conditions; and CONTRACTOR's completed Proposal. These documents are all incorporated herein by reference. All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. The documents and exhibits comprising the complete contract are collectively referred to as the Contract Documents.

2. Section 4 entitled "Compensation" is hereby amended to read as follows:

4. Compensation

- a. In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Hundred Seventy Thousand Seven Hundred Sixty Seven and 80/100 Dollars (\$970,767.80).
  - b. Contractor understands that, of the "Total Not-to-Exceed Amount" of Grant Funds listed in Exhibit "B-1" of this Agreement, Twelve Thousand One Hundred Ninety Seven Dollars and 36/100 (\$12,197.36) is included as a contingency amount ("Contingency"). The Contingency shall not be used by or available to Contractor without a written modification to the budget for the Inclement Weather Hotel Pilot Program ("IWHPP"). Contractor further understands that no payment for any portion of the Contingency shall be made for IWHPP services pursuant to this Agreement unless and until the written modification has been approved by the Housing Division and executed in accordance with applicable City laws, regulations, policies/procedures and certification as to the availability of funds by the City's Finance Department. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.
  - c. CONTRACTOR shall submit invoices to CITY for services provided to date, and in accordance with the invoice schedule outlined in Exhibit "A" and Exhibit "A-1." CONTRACTOR shall perform services in accordance with the budget and budgetary information outlined in Exhibit "B-1." All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.
3. Section 11 entitled "Insurance" is hereby amended to read as follows:
  11. Insurance

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.
4. Exhibit "A-1," entitled "Scope of Services – Inclement Weather Hotel Pilot Program," is attached hereto and incorporated into this Agreement.

5. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B-1," entitled "Compensation," attached hereto and incorporated into this Agreement.
6. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

WeHOPE ("CONTRACTOR")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

**Exhibit A-1**  
**Scope of Services – Inclement Weather Hotel Pilot Program**

**I. Purpose of Contract**

In addition to the provision of operations and services outlined in Section I of Exhibit A, the purpose of the contract is to provide operations and services for the Inclement Weather Hotel Pilot Program (“IWHPP”) on a time-limited and as-needed basis to the served population.

**II. Served Population**

Contractor shall serve adults experiencing homelessness in the City of Sunnyvale.

**Families with minor children should first be referred to all North County family shelter programs before being considered for the City’s Inclement Weather Hotel Pilot Program.**

**III. Description of Services**

Contractor shall provide a minimum of ten (10) hotel rooms for unhoused persons residing in the City of Sunnyvale on a first come, first served basis for 20 inclement weather nights during the 2024-2025 winter season. Specifically, IWHPP services pursuant to this Agreement shall be offered from December 13 , 2024 to April 15, 2025. Inclement weather events are defined in Section V.F. below.

Contractor shall provide IWHPP services to ensure the health and safety of participants and the security and cleanliness of the site in accordance with the following guidelines:

A. Participant Support:

Contractor shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, room assignment, orientation to the site;
2. Program operations for the duration of each inclement weather event;
3. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Coordination of services and exit planning;
5. Creating program participant profiles in the Clarity System; and

6. On-call support through a management level staff 24/hours a day during program operations to address critical incidents promptly.

B. Meals and Food Safety:

Contractor shall meet the following meal-related requirements:

1. Provide two meals a day for guests and track overall meal distribution each day;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Contractor shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

C. Stewardship of the Hotel Site:

1. Contractor will be responsible for getting another agreement in place with an alternate hotel in the City of Sunnyvale if the ten (10) rooms at the Extended Stay Hotel cannot be secured to avoid any lapse in service. The City should be notified immediately if this occurs.
2. Contractor shall obtain the City's written approval prior to entering into any agreement that will materially impact the City-funded portion of the budget.
3. Contractor shall maintain all responsibilities and coordinate with the hotel to meet contract agreements.
4. Contractor shall promptly notify the City of any default, failure to exercise an option to extend, or other situation which could impact the term of the hotel agreement.

D. Program Outreach and Communications:

Contractor shall work in partnership with City staff to communicate each Inclement Weather Hotel Pilot Program opening to unhoused individuals, advocates, nonprofit providers, and other interested individuals, through social media, website updates, and word of mouth communication through the Street Outreach and Dignity on Wheels teams.

**IV. Time of Services and Location**

- A. Time of Services: Contractor will provide program oversight and services to the hotel program guests during each City-activated inclement weather event. Hours of service are expected to occur at the start of each inclement weather event activation for the duration of each event from December 13, 2024 to April 15, 2025.

- B. Location: Inclement Weather Hotel Pilot Program is located at the Extended Stay America Suites Hotel, 1255 Orleans Dr. Sunnyvale, CA 94086.

Any alternative hotel site must be based in Sunnyvale, and the City of Sunnyvale shall be informed in writing of and must approve the use of any alternate hotel site by the Contractor.

## **V. Service Requirements**

- A. Staffing: Contractor shall ensure that the program is staffed at no less than 90 percent at any given time, as listed in the Inclement Weather Hotel Pilot Program Budget in Exhibit B-1 ("Salary & Benefit" and "Budget Narrative" tabs for IWHPP).
- B. Staffing Ratio: Contractor shall maintain a 15:1 ratio of clients to case management staff.
- C. Supervision: Contractor shall provide Support Services staff with supervision and case conferencing, as needed, to ensure appropriate services are provided to program participants.
- D. Staff Training: Contractor shall provide staff training and development, including but not limited to:
1. County of Santa Clara Office of Supportive Housing required trainings such as the Clarity System/HMIS training;
  2. VI-SPDAT Assessments and Housing Navigation; and
  3. De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism, ethics, cultural competency, overdose prevention, overdose response, mental health, and substance abuse community resources.
- E. Feedback, Complaint and Follow-up Policies: Contractor shall provide a means for the served population to provide input into the program, including planning and design, and feedback methods that include a written grievance policy informing the served population on how to report complaints and request services.
- F. City Activation Upon Inclement Weather Event: City activation of an inclement weather event is triggered by any of the following events:
1. Temperatures with a low of 40 degrees or lower, with a probability of rain of at least 5%.

2. Cold Watch or Cold Advisory issued by the National Weather Service.
3. Overnight low of 35 degrees or lower for two or more consecutive days.
4. Heavy and continuous rainfall over two or more consecutive days.
5. Overnight low of 45 degrees or lower with a probability of rain 50% or higher.

When an inclement weather event is triggered, Contractor shall shift priorities to respond to City activating protocols relating to the IWHPP, include weather and disaster response, within 24 hours of notification pursuant to the following:

1. Contractor shall not activate the Inclement Weather Hotel Program rooms without prior written approval from the City.
2. Contractor shall not continue to operate the Inclement Weather Hotel Program after an inclement weather event has ended without written approval from the City.

- G. Critical Incidents: Contractor shall report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the City staff. Critical Incidents shall include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, other critical incident involving Contractor staff program participants of the street outreach program, temporary hotel stay program, mobile hygiene program, or emergency shelter program.
- H. Language and Interpretation Services: Contractor shall ensure that translation and interpreter services are available. Contractor shall address the needs of and provide services to the served population who primarily speak language(s) other than English.
- I. Coordination Meetings: Contractor shall participate coordination meetings with City staff as requested to coordinate and collaborate regarding service provision or case conferencing.
- J. Admission Policy: Contractor's admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies shall include a provision that the served population is accepted for care without discrimination on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, or any other characteristic that is protected by federal, state, and/or local laws, rules and regulations.

K. City Communications and Policies: Contractor shall keep the City informed and comply with City policies to minimize harm and risk, including:

1. Regular communication to the City about the implementation of the program;
2. Attendance of City meetings, as needed; and
3. Submission of all WeHOPE program policies, contracts, and other program documents for the Inclement Weather Hotel Program to the City for review prior to the start of program.
  - a. The City requires resubmission of any new program policies for City review prior to implementation.

L. Data Standards:

Contractor shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process, including but not limited to:

1. Entering all client data within three working days (unless specifically requested to do so sooner).
2. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate).
3. Running monthly data quality reports and correcting errors.
4. Records entered into the Clarity system shall meet or exceed the Clarity System Continuous Data Quality Improvement Process standards
5. Any information shared between Contractor, City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

M. Record Keeping and Files:

1. Contractor shall maintain documentation in the Clarity System and maintain hard copy files with eligibility, including homelessness verification documents.
2. Contractor shall maintain confidential files on the served population, including developed plans, notes, and progress.
3. Contractor shall maintain all required confidential files for the served population, including service plans, progress notes, and releases of information.



- N. Harm Reduction: Contractor shall integrate harm reduction principles into service delivery and agency structure as well as to ensure that an agency Overdose Prevention policy is in place and followed by staff. Additionally, all Contractor staff who work directly with clients shall be trained in using Naloxone (Narcan) and participate in annual trainings on harm reduction, overdose recognition and response.
- O. Housing First: Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Contractor services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code Section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing, shelter, and services.
- P. Good Neighbor Policies: Contractor shall maintain a good relationship with the neighborhood, including but not limited to:
1. Collaborating with neighbors, the City and other relevant agencies to ensure that neighborhood concerns about the program are heard and addressed (as needed);
  2. Contractor management staff are available to respond to hotel neighbor complaints within two business days;
  3. Have a representative of the Contractor attend neighborhood meetings focused on public safety, issues related to the hotel program, street conditions or other topics that may be related to the impact of the program;
  4. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, and/or crisis response teams as needed; and
  5. Contractor shall create a "Good Neighbor Policy" to review and sign with all Inclement Weather Hotel Program participants as they move in that outlines community resources, community norms, and expectations.
- Q. City shall have the option to modify or adjust the amounts allocated for each of the services shown in this Agreement, and across quarters, months, fiscal years, and program components, to meet program goals as approved by City in writing as long as it does not exceed the total obligation amount.

## **VI. Service Objectives**

Contractor shall achieve the following Service Objectives:

| <b>Activities &amp; Measures</b> |   | <b>Service Objective</b>  |
|----------------------------------|---|---|
| A                                | <p>Activity: Contractor shall provide intake and program orientation to all new guests and updates for returning guests in a new stay.</p> <p>Monthly Reporting: Number of <b>deduplicated and unduplicated</b> guests served per Inclement Weather session</p> <p>Monthly Reporting: <b>Number and percentage</b> of unduplicated guests who have received an intake and program orientation during each program activation.</p> | <p>Goal: 100% of the Inclement Weather Hotel Program guests will have received an intake and program orientation during each program activation as reflected in the Clarity system.</p> |
| B                                | <p>Activity: Contractor shall conduct daily guest count and wellness checks for all Inclement Weather Program guests.</p> <p>Monthly Reporting: Number and percentage of unduplicated clients who received wellness checks daily.</p>   | <p>Goal: 100% of all Inclement Weather Hotel Program guests will have a daily wellness check.</p>   |

## VII. Reporting Requirements

- A. Contractor shall input data into the systems required by the City of Sunnyvale and County of Santa Clara, such as Clarity system entries, and City Data Services (CDS) online grant management database.
- B. Contractor shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Contractor shall enter the monthly metrics in the CDS database by the 15<sup>th</sup> of the following month.

The quarterly performance/data report will include, but is not limited to, the following:

1. Number of unduplicated guests served during the reporting period and demographic information of each unduplicated guest (age, gender, race, ethnicity, disability, household status); and
2. Performance measure report that includes the results of the performance measures listed above for the current quarter and for fiscal year-to-date; and
3. A narrative describing trends, successes, and challenges during the reporting period.

- C. Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Contractor. Contractor shall enter the annual metrics in the CDS database by the 15<sup>th</sup> of the month following the end of the program year.
- D. Contract shall collect and report on unsheltered persons' reasons for declining the Inclement Weather Hotel Program.
- E. Contractor shall provide ad hoc reports as required by the City and respond to requests by the City in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned contract manager in the City's grants management system, City Data Services (CDS).

#### **VIII. Invoice and Report Due Dates**

| <b>Reporting Period</b> | <b>Invoice Due w/Supporting Documentation</b> | <b>Report Due</b>   |
|-------------------------|---|---------------------|
| November                | December 15                                   | Monthly on the 15th |
| December                | January 15                                    | Monthly on the 15th |
| January                 | February 15                                   | Monthly on the 15th |
| February                | March 15                                      | Monthly on the 15th |
| March                   | April 15                                      | Monthly on the 15th |
| April                   | May 15  | Monthly on the 15th |

#### **IX. Monitoring Activities**

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the Clarity System may include, but is not limited to, data quality reports from the Clarity System, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring shall include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring shall include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOU's).

## EXHIBIT B-1 COMPENSATION

### CITY OF SUNNYVALE HOUSING DIVISION

#### Exhibit B-1, BUDGET

|                                  |   |                  |
|----------------------------------|---|------------------|
| Document Date                    | 12/3/2024   |                  |
| Contract Term                    | Begin Date  | Duration (Years) |
| Term of SO and DoW               | 9/1/2024  | 2                |
| Term of IWHPP                    | 12/13/2024  | 1                |
| Provider Name                    | WeHOPE  |                  |
| Program                          | 837010_Street Outreach and Essential Homeless Svc |                  |
| Contract Action                  | Amendment   |                  |
| Effective Date                   | 11/21/2024  |                  |
| Budget Name                      | Street Outreach and Essential Homeless Svc        |                  |
| Funding:                         | Current   |                  |
| Total Budget for Street Outreach | \$ 970,767.80                                     |                  |
| Contingency for IWHPP            | \$ 12,197.36                                      |                  |
| Total Not-To-Exceed Amount       | \$ 982,965.16                                     |                  |

|  | Year 1               |                     |                      |
|--|----------------------|---------------------|----------------------|
|  | Current              | Change              | New                  |
| <b>EXPENDITURES</b>                                  |                      |                     |                      |
| Salaries & Benefits                                  | \$ 484,208.00        | \$ 17,712.00        | \$ 501,920.00        |
| Operating Expense                                    | \$ 342,865.00        | \$ 37,730.80        | \$ 380,595.80        |
| Subtotal   | \$ 827,073.00        | \$ 55,442.80        | \$ 882,515.80        |
| Indirect Percentage                                  | 10.00%               | 10.00%              | 10.00%               |
| Indirect Cost (Line 22 X Line 23)                    | \$ 82,707.00         | \$ 5,544.00         | \$ 88,252.00         |
| Other Expenses (Not subject to indirect %)           |                      |                     | \$ -                 |
| Capital Expenditure                                  |                      |                     | \$ -                 |
| <b>TOTAL EXPENDITURES (Subtotal + Indirect Cost)</b> | <b>\$ 909,780.00</b> | <b>\$ 60,986.80</b> | <b>\$ 970,767.80</b> |
| <b>CITY OF SUNNYVALE REVENUES</b>                    |                      |                     |                      |
| General Fund   | \$ 730,369.00        | \$ 60,986.80        | \$ 791,356.80        |
| <b>TOTAL CITY OF SUNNYVALE REVENUES</b>              | <b>\$ 730,369.00</b> | <b>\$ 60,986.80</b> | <b>\$ 791,356.80</b> |
| <b>OTHER REVENUES (Non-CITY Revenues)</b>            |                      |                     | \$ -                 |
| PLHA   | \$ 179,411.00        |                     | \$ 179,411.00        |
| <b>TOTAL OTHER REVENUES</b>                          | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ -</b>          |
| <b>TOTAL CITY OF SUNNYVALE + OTHER REVENUES</b>      | <b>\$ 909,780.00</b> | <b>\$ 60,986.80</b> | <b>\$ 970,767.80</b> |