

CR: _____ Date: _____ Loc: _____ PO #: 2450009.001

City of Bellevue
450 110th Ave. NE
Bellevue, WA 98004

Amendment # 1

Professional Services Agreement, PO # 2450009.000, dated 02/06/2024, between the City of Bellevue and Safe Parking Pilot, is hereby amended as follows:

Scope of Work Changes:

Attachment A-1 is amended to add the following language:

1. Removed "@ XX/hr" from all lines with that phrasing under "Program Start Up Fees" - "Staffing" - "Program Staffing" on Page 4

2. Additional funds beyond those described at the end of Attachment A-1, Section "Overall Program Budget" that include:

Personnel: \$475,000.00

Operating Costs: \$95,000.00

Indirect Costs: \$87,083.33

Direct Client Assistance: \$55,416.67

AND:

Contract Value Changes:

Amend: Professional Services Agreement; 2. Payment; A:

A. City will be paying the Consultant for such services:

Other: Not to exceed a total of **\$672,350.00**

plus all applicable taxes, for all services performed, and expenses incurred, under this contract.

To Read: Professional Services Agreement; 2. Payment; A:

A. City will be paying the Consultant for such services:

Other: Not to exceed a total of **\$1,384,850.00**

plus all applicable taxes, for all services performed, and expenses incurred, under this contract.

AND:

Date Extension Changes:

Amend: Professional Services Agreement; Attachment "A"; Section 1.2:

Consultant will begin providing services on, or about **02/06/2024**, or upon contract execution (signature of both parties), whichever is later, and will complete services on **06/01/2025**, however, Contractor shall not initiate, or otherwise begin work on any services covered by this contract until notification to proceed is provided by the City's designated personnel, as identified below.

To Read: Professional Services Agreement; Attachment "A"; Section 1.2

Consultant will begin providing services on, or about **02/06/2024**, or upon contract execution (signature of both parties), whichever is later, and will complete services on **12/31/2026**,

however, Contractor shall not initiate, or otherwise begin work on any services covered by this contract until notification to proceed is provided by the City's designated personnel, as identified below.

Contract Summary:

<u>Agreement</u>	<u>Dollar Value</u>
Original Contract:	\$672,350.00
Total of Previous Amendments/Renewals:	\$0.00
This Amendment/Renewal:	\$712,500.00
Total Contract Value:	\$1,384,850.00

All other terms and conditions shall remain the same.

Consultant: Safe Parking Pilot

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone #: _____

City of Bellevue:

By: _____

Department Director

Executed this ____ day of _____, 20__

Approved as to form:

By: _____

Deputy City Attorney

Attachment “A-1” Scope of Services

Task 1: Program Design

1.1 Staffing

- A. Program staffing shall include at least:
 - a. One site supervisor
 - b. Two site supervisor assistants
 - c. One life services coordinator
 - d. One site host
- B. Provide for consistent program management and oversight
- C. 24/7 availability of staff to address crises or immediate concerns; staff on site daily, and at all times that the day center is operational.
- D. Provide immediate needs support (i.e. access to showers and bathrooms) and goals-oriented case management that helps program participants get on track to find stable housing

1.2 Code of conduct and safety plan

Consultant will partner with City stakeholders to develop a participant Code of Conduct and a Safety Plan. Safety Plan and Code of Conduct to be approved by designated City staff prior to implementation.

1.2.1 Code of Conduct

Administer a code of conduct for program participants. Code of conduct will include all provisions required by Land Use Approval - Permit Number 23-109483LR, establish quiet hours and detail other expectations of program participants while on site. Administration will include ensuring that program participants sign or otherwise opt into the code of conduct.

Set clear written procedures for exit of program participants that conduct themselves in such a way as to be in violation of code of conduct, or at conclusion of City's pilot program.

1.2.2 Safety Plan

Develop and administer a Safety Plan to include at minimum:

- A. Use of security patrols, including which staff will conduct said patrols, or if they will be conducted by contracted security staff.
- B. Coordination between Consultant, Bellevue Public Safety staff (e.g., police, fire, etc.), and private security forces employed by surrounding property and business owners.
- C. Provide a phone number and point of contact at the site for the community to report concerns.
- D. Protocol for addressing reported concerns and documenting resolution.
- E. Conduct background checks and participant screening at program entry, screening potential participants for, at minimum, sex offender status, and declining services to potential participants that are registered sex offenders.

Task 2: Facilitation of Safe Parking Pilot

2.1 Manage Lincoln Center Safe Parking Property

Safe Parking Pilot Program to be located on portions of Lincoln Center site and building as designated in the no-cost Lease Agreement between City and Consultant. Site management and operations shall remain in compliance with all lease provisions including property use and maintenance, relevant permit requirements, inspections, and contractual obligations and in accordance with terms of the lease agreement and Land Use Approval - Permit Number 23-109483LR (Attachment A-2).

- A. Maintain site hygiene by ensuring that all trash and recycling are properly disposed of, that parts of facility managed by Consultant remain in the condition they were in at time of lease signing, and ensuring that any potential “attractive nuisances” (such as broken windows or graffiti) are promptly dealt with by notifying property management City staff, as identified in Attachment A, Section 1.5 – “Designated Personnel.”
- B. Ensure no pollutants enter storm drains, have a spill kit on site in order to clean up spills and prevent them from entering the storm drains, notify Water Quality at 425.452.7840 if pollutants enter any storm drains, and hire a stormwater cleaning contractor if pollutants enter any storm drains.
- C. Before installation of any mobile hygiene facilities (porta potties), obtain written permission from City.
- D. If allowing pets of program participants on site, ensure that the presence of pets is not disruptive to Safe Parking or other tenant on site. This should include ensuring that any program participants with pet allergies are given fair and equitable access to the facility and day center. Further, this should include at least the following expectations for pet owners:
 - a. Ensuring that pet owners are responsible for and accompany their pets at all times when in the day center.
 - b. Prohibiting any pets whose behavior is violent or cannot be controlled by the owner
 - c. Prohibiting any loud noise by pets (such as barking).
 - d. Requiring that all pets are leashed or otherwise held by pet owners at all times when not in the vehicle.
 - e. Ensuring that pets do not have fleas or other communicable conditions or diseases.

2.2 Services to program participants

- A. Receive referrals for Safe Parking program from City staff
- B. Develop intake paperwork that collects necessary information from program participants, establishes goals for program participants to work on, and delineates how program participants and Consultant staff will each be responsible for achieving these goals.
- C. Serve up to 20 separate program participants (households) in vehicles
- D. Conduct intake with referred prospective program participants within one business day of referred party’s availability, identifying program participant needs, steps necessary to help program participants find housing stability, and ensuring program participants understand code of conduct.
- E. Meet regularly with program participants to help drive progress towards attaining housing and achieving stability.
- F. As necessary, provide support in eliminating immediate barriers to stability, by helping program participants to obtain documentation of identity, find employment and education opportunities, enroll in Coordinated Entry and other housing assistance programs, address mental and medical health barriers and find legal assistance.
- G. Identify programs that provide tailored services to specific subsets of the population of program participants served (for example, families with children, women, men, members of the LGBTQ community, people of color, senior citizens) and establish referral strategies for connecting program participants that fall within these population subsets to those services.
- H. Help program participants to achieve housing stability and exit program within target of 180 days of entry to program, or track and document why program participants are unable to achieve housing stability within 180 days.
- I. Establish an exit planning strategy for program participants that outlines how Consultant will communicate any time limits for participation in program, establish an agreed-upon goal to find stable housing, and assist program participants in working towards stable housing.
- J. Ensure that program will offer 24/7 access to restrooms, and daily access to showers, food preparation and storage facilities, and laundry facilities.
- K. Conduct additional necessary steps to support successful program participation and goal achievement.
- L. Purchase or lease washers and dryers to connect to day center washer and dryer hookups.

2.3 Severe Weather Response

When severe weather conditions exist in alignment with King County Regional Homeless Authority (KCRHA) severe weather thresholds, or as authorized by the City, activate an emergency weather response. Response to include, at minimum, assessing conditions and determining appropriate response, which could but is not required to include temporary use of the facility as an emergency weather shelter for program participants, issuing hotel vouchers, or providing additional resources to program participants in order to help said program participants stay warm. Consultant will not offer emergency shelter on site in any other circumstance except in response to emergency

weather response. Consultant will only activate emergency response protocol, including offering indoor shelter, when KCRHA identifies that an activation threshold has been crossed, or if both Consultant and City staff agree that emergency protocol is warranted.

2.4 Communication with neighboring businesses

Consultant will:

- A. Establish point of contact with, at minimum, all neighboring properties and those within 500 feet of Lincoln Center.
- B. Respond within one business day to concerns from neighboring properties.
- C. Maintain record of comments from, and response to, neighboring businesses.

2.5 Coordination with Designated City Staff

Consultant will, at minimum:

- A. Meet monthly with designated City staff (see Attachment A – 1.5 “Designated City Staff”) to discuss program performance (see Task 4: Program Evaluation and Continuous Improvement below)
- B. Provide weekly updates via email on capacity of Consultant to take on new referrals, and any other relevant program updates.
- C. Direct all requests for referral to program to Designated City staff for referral; all new program referrals must come from designated City staff.
- D. Respond within one business day to new program referrals, unless exception permitted by designated City staff.
- E. As needed, be available to attend city or community meetings in order to present about the program.

Task 3: Support additional safe parking programs throughout the City

3.1. Support launch of additional safe parking programs

- A. Establish communication with religious organizations that City staff identify as having interest in hosting safe parking on their property.
- B. Review City of Bellevue Livable City Year Safe Parking program launch materials, prepare additional materials as needed to provide guidance to interested organizations.
- C. As needed, provide program development support to other safe parking operators, for as many as four additional safe parking sites, by either leading or assisting in:
 - a. Identifying how to engage with their surrounding neighborhood regarding safe parking.
 - b. Identifying how programs will offer essential services to program participants, especially access to bathrooms and running water.
 - c. Identifying a point of contact within the organization for addressing any issues that arise with the program or with program participants.

3.2. Provide case management to participants for other safe parking programs

Establish agreement and schedule for providing case management support to vehicle resident program participants. Provide case management and support to up to 20 additional households at a time participating in safe parking programs hosted by religious organizations within the City of Bellevue, offering same services outlined in Services to Program Participants 2.2 above.

3.3. If necessary, assess need for expansion of supportive services offered

If citywide program reaches maximum number of additional sites (4) or additional program participants (20), work with the designated City staff to identify best approach for supporting additional capacity.

Task 4: Program Evaluation and Continuous Improvement

4.1 Data Tracking

The goal of the program is to provide safety and stability to aid program participants in obtaining permanent housing. Effectiveness of program and services will inform improvements to or extension of pilot program.

Consultant will track and report monthly regarding program data and outcomes, including, but not limited to:

- A. Demographic information of program participants
- B. Employment and income of program participants
- C. Housing status of program participants (follow for at least 12 months past program exit)
- D. Services and referrals received by program participants
- E. Total number of program participants served
- F. Average length of program participant stay in program
- G. Vehicles served by type

Consultant shall also encourage and incorporate regular feedback from program participants, via a survey or other means, and share this feedback with the City.

4.2. Performance analysis

At minimum:

- A. At least monthly, provide the above data and narrative updates to designated City staff in written form.
- B. Meet monthly with designated City staff to analyze data and anecdotal evidence, assess program performance, and determine areas for program improvement.
- C. Twice a year, provide a 6-month progress report, including a narrative summary of the pilot to date and recommendations regarding program continuation. First report is due 6 months after date of contract execution.
- D. At least monthly, review program participant feedback and include summary in update to the City.

4.3 Continuous improvement

- A. As necessary, based on analysis, implement improvements to program in order to best serve program participants.
- B. Confirm with and obtain approval of designated City staff before implementing significant changes.
- C. Incorporate program participant feedback in program decision making

Program Startup Fees

Staffing		
Program staffing <i>10 Hours weekly oversight and program development, Executive Director</i> <i>10 hours weekly oversight and program development, Chief of Staff & Operations</i> <i>8 hours weekly support and employee development to new Life Services Coordinator by existing LSC</i> <i>8 hours of site support and bookkeeping, Chief Administrative Officer</i> <i>Overtime for existing staff – program planning, launch, training, covering shifts, emergency response</i> <i>1 FTE Site Supervisor</i> <i>2 FTE Assistant Site Supervisor</i> <i>1 FTE Life Services Coordinator</i> <i>Emergency and nighttime response - overtime / on call hours</i> <i>For initial two months of service</i> <i>+Taxes and benefits</i>		\$50,000
Total		\$50,000

Operating Costs	
Security cameras and security system <i>Purchase and installation of security cameras, alarms, motion sensor lights, locks, and other items essential to preparing the facility for safe operation</i>	\$10,000
Signage <i>Welcoming, site direction, and site designation signage required at facility prior to program launch</i>	\$2,000
Site maintenance <i>Purchase of garbage cans, initializing contracts and paying for first two months of any cleaning services, cleaning and preparation of outdoor space (i.e. landscaping of green space in parking lot, cleaning of actual parking lot)</i>	\$4,000
Day Center Cosmetic Repairs <i>Costs for painting the walls, repairing, modifying, or adjusting features of facility (office areas, reception desk, kitchen) prior to program launch</i>	\$10,000
Consulting <i>Design of Safe Parking program required prior to program launch, including but not limited to design of safety plan, program participant engagement plan, and community engagement and education efforts. \$125/hr for 160 hrs of consulting over two months.</i>	\$20,000
Staff Supplies <i>Office supplies for program staff, including paper, pens, etc.; 4 Tomorrow organization-specific items (branded clothing, badges, lanyards)</i>	\$2,000
Technology <i>Computers, keyboards, printers, phones and monthly phone costs, Smartsheet and Adobe suite subscriptions for program. On-site computers and other technology for program participant use.</i>	\$24,000
Furniture <i>Purchase of furniture at the site to prepare site prior to program launch, such as couches, tables and chairs</i>	\$18,000
Day center supplies <i>Cleaning supplies for daily cleaning needs (such as mops, brooms), basic tool set (such as drill, hammers, etc.), day center supplies (on site activities), kitchen supplies (silverware, pots and pans, etc.)</i>	\$2,000
Check-in station <i>Purchase and installation of a check-in/welcome station structure at entrance of Safe Parking lot</i>	\$10,000
	Total
	\$102,000

Program Participant Assistance and Services	
Extreme weather preparation <i>Purchase of items that the program will need to have on hand prior to program launch in order to ensure safety from cold weather for program participants, like blankets, handwarmers, coats, etc.</i>	\$10,000
Food <i>Purchase of food items to have stocked in kitchen prior to program launch (such as nonperishable foods like dried pasta, canned goods, essentials like milk, eggs, etc.)</i>	\$4,000
Hygiene supplies <i>Purchase of hygiene supply items to have stocked on site prior to program launch (such as soap, toothbrushes and toothpaste, etc.), including PPE</i>	\$2,000
Porta Potties <i>Two porta potties, three months of regular servicing</i>	\$2,000
Washer and dryer <i>Purchase and installation of washer and dryer, required for day center prior to program launch</i>	\$4,000
Program participant stability assistance <i>Funds used to help program participant attain stability, such as move-in fees, costs to obtain documentation, and other case management fees.</i>	\$15,000
	Total
	\$37,000

Indirect Costs		
Indirect Costs <i>Finance, IT and HR and other program administration costs, at 15% of budget</i>		\$33,350
Grand Total		\$222,350

Overall Program Budget

Personnel Position Title(s)	Amount Charged to Contract
Site Supervisor	\$79,200
Assistant Site supervisor (2)	\$123,200
Life Services Coordinator	\$52,800
Executive Director	\$20,000
Chief of Staff and Operations	\$15,000
Other support staff	\$9,800
Program launch staffing costs	\$50,000
Subtotal Personnel Costs	\$350,000

Other Line-Item Categories	Description	Amount Charged to Contract, program launch	Amount Charged to Contract, ongoing
Operating Costs	Supplies, technology, sanitation, other operational costs	\$102,000	\$60,000
Program Participant Assistance and Services	Move-in assistance, bus fare, and other assistance provided to program participants	\$37,000	\$55,000
Indirect Costs	HR, IT, finance and other admin fees	\$33,350	\$35,000
Subtotal Other Costs:		\$172,350	\$150,000

Grand Total Bellevue Funds	\$672,350
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2025-2026 Program Extension Additional Funds	
Personnel	\$475,000
Operating Costs	\$95,000
Indirect Costs	\$87,085
Direct Client Assistance	\$55,416



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Family Brokerage Inc 6000 American Parkway Madison WI 53783		CONTACT NAME: Elaine Malia Tran Weseman PHONE (A/C, No, Ext): (425) 201-1018 E-MAIL: etran@amfam.com ADDRESS: etran@amfam.com		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Mount Vernon Fire Insurance Company			
		INSURER B: United Financial Casualty Company			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NPP2572309E	08/20/2024	08/20/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ Included	
B	AUTOMOBILE LIABILITY			00572805-0	05/31/2024	05/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
A	Directors & Officers			NPP2572309E	08/20/2024	08/20/2025	E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							Each Claim Limit: \$1,000,000	
							Aggregate Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder, City of Bellevue, and its officials, employees and volunteers, are listed as Additional Insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Bellevue
450 110th Ave NE

Bellevue

WA 98004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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