

**REPORT TO MAYOR AND COUNCIL SITTING AS THE LOCAL REUSE AUTHORITY**

TO THE HONORABLE MAYOR AND COUNCIL SITTING AS THE LOCAL REUSE AUTHORITY:

DATE: January 5, 2009

SUBJECT: AUTHORIZING THE LOCAL REUSE AUTHORITY EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS TO THE AGREEMENT WITH KATHARINE GALE CONSULTING TO PROVIDE SERVICES ASSOCIATED WITH HOMELESS ACCOMMODATION ISSUES CONCERNING THE CONCORD NAVAL WEAPONS STATION PROPERTY

Report in Brief

Staff recommends that the Mayor and City Council sitting as the Local Reuse Authority authorize the Executive Director to execute a third amendment to the original Professional Services Agreement in the amount of \$30,000, with Katharine Gale Consulting to provide services related to the Homeless Accommodation on the Concord Naval Weapons Station (CNWS) as contained in the Amended Scope of Services, Exhibit A to Attachment 1.

Background

Under the existing Agreement for Homeless Accommodation Services, Katharine Gale Consulting has provided the following services:

- Prepared the Homeless Needs Assessment document, including interviews with city officials, County staff, homeless services providers and others, and reviewed and analyzed relevant documents to assess the size and needs of the homeless population in the established Study Area.
- Prepared the request for Notices of Interest (NOI) outlining the required elements and format for providers of homeless services to submit NOIs in keeping with the federally prescribed process.
- Presented the Needs Assessment and the request for NOIs at the City-sponsored workshops for interested parties.

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- Provided technical assistance/response to clarifying questions from potential applicants.
- Coordinated with the City regarding the Homeless Assistance Plan process and participated in various communications with HUD and the City's legal counsel regarding approaches to the development of the Homeless Assistance Plan.

The City continues to need specialized consulting services including:

- Drafting of the language for the Homeless Application Submission (HAS), consistent with requirements and in keeping with the LRAs overall base reuse plan, and conduct financial assessment/valuation of various proposed approaches to balancing the needs of the homeless.
- To the extent that the development of the Homeless Assistance Plan requires negotiations with providers of homeless services or their representatives, participate in these negotiations as requested on behalf of the City/LRA, and work with HUD and others to ensure that the final Plan satisfies all requirements.
- Respond to requests for revisions to the Homeless Assistance Plan from City or HUD as needed and directed.
- Other activities related to the development of a Homeless Assistance Plan, as needed and requested by the City/LRA.

Discussion

Staff is requesting that the Concord LRA authorize the Executive Director to execute the attached Third Amendment to the Professional Services Agreement with Katharine Gale Consulting for \$30,000 bringing the total contract value to \$130,000 and extending the term to July 31, 2009. The LRA originally entered into an Agreement for Professional Services with Katharine Gale Consulting on February 28, 2006, in the amount of \$30,000 to provide the Homeless Needs Assessment Document. That Agreement was amended (Amendment 1) on January 30, 2007, increasing the amount to \$80,000 for a term effective through December 31, 2007, and amended (Amendment 2) again on November 6, 2007, bringing the total amount to \$100,000 and extending the term to December 31, 2008. This Third Amendment continues the Scope of the existing Agreement, increases the amount to \$130,000, and authorizes the inclusion of subcontractors with City approval on a case by case basis.

Specialized services are needed to assist the LRA in reviewing and assessing the NOIs received so that the Reuse Plan is inclusive of HUD approval of the LRA's proposed homeless accommodation plan and is completed on schedule.

Fiscal Impact

There are adequate funds available in the Reuse Authority Project to fund this third amendment of \$30,000 with Katharine Gale Consulting Services. There is no impact on the General Fund.

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Public Contact

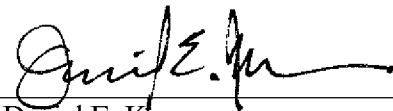
Notice of this meeting has been posted. Katharine Gale Consulting has received a copy of the staff report.

Recommendation for Action

Staff recommends the City Council sitting as the Local Reuse Authority approve the third amendment to the agreement with Katharine Gale Consulting to provide services related to the Homeless Accommodation for the Concord Reuse Project increasing the compensation by \$30,000 to a total not to exceed \$130,000 and extending the term to July 31, 2009; and authorizing the Executive Director to execute the agreement.

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Reviewed by: Craig Labadie
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1 **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

2
3 **This Third Amendment to Agreement** entered into on January 5, 2009, (“EFFECTIVE
4 DATE”) by and between the CITY OF CONCORD, a municipal corporation, (hereinafter
5 "CITY") and Katharine Gale Consulting (hereinafter "CONSULTANT") amending Agreement
6 dated February 28, 2006, and amended January 30, 2007, and again on November 6, 2007,
7 reference no. 4727.

8 **WHEREAS**, the CITY and CONSULTANT entered into an agreement dated
9 February 28, 2006, for basic services related to the Homeless Accommodation Needs
10 Assessment and related services; and

11 **WHEREAS**, the CITY and CONSULTANT entered into a Third Amendment to said
12 Agreement on January 5, 2009; and

13 **WHEREAS**, the parties hereto desire to amend the agreement to extend the term and
14 update the services.

15 **NOW, THEREFORE**, in consideration of the promises and conditions as set forth
16 herein, the parties mutually agree as follows:

17 **Section 1.** Section 2, SERVICES, is hereby amended by adding the following paragraph to read
18 as follows:

19 **SECTION 2 – SERVICES**

20 CONSULTANT shall provide the basic services described in detail in
21 Exhibit A, Scope of Services, as amended, attached hereto and made a part
22 hereof. CITY consents to hiring of sub-consultants by CONSULTANT as
23 approved by CITY. CITY approves sub-consultant John N. Shepherd.

24 **Section 2.** Section 4, AUTHORIZED REPRESENTATIVES, is hereby amended by
25 changing the following paragraph to read as follows:

26 **SECTION 4 – AUTHORIZED REPRESENTATIVES**

27 The CITY authorized representatives are **James Forsberg, Director of**
28

1 **Planning and Economic Development, and Michael Wright, Concord**
2 **Reuse Project Director.** The CONSULTANT authorized representative
3 is **Katharine Gale, Owner.**

4 **Section 3.** Section 5, COMPENSATION, is hereby amended by adding the following
5 paragraph to read as follows:

6 **SECTION 5 – COMPENSATION**

7 The CITY agrees to pay CONSULTANT, on a time and materials basis, a
8 total amount of compensation under this agreement is amended not to
9 exceed One Hundred Thirty Thousand Dollars (\$130,000).

10 **Section 4.** Section 6, TERM, is amended to read as follows:

11 **SECTION 6 – TERM**

12 The term of this agreement shall be from the original effective date
13 February 28, 2006, and extended by this third amendment to July 31,
14 2009, unless earlier terminated in accordance with the terms of this
15 Agreement.

16 Except as expressly amended herein all terms and conditions of the Agreement
17 dated February 28, 2006, shall remain in full force and effect.

18 **IN WITNESS WHEREOF**, the parties have executed this Amendment to Agreement
19 the day and year written above.

20 **CONSULTANT**

21 _____
22 Dated

By: _____
Katharine Gale, Consultant

23 **CITY OF CONCORD**

24 _____
25 Dated

By: _____
Daniel E. Keen
Executive Director

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ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

FINANCE DIRECTOR'S CERTIFICATION:
Concord, California

Date: _____, 200__

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
DURING THE CURRENT FISCAL YEAR 2008/2009 TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$_____. Account Code_____.

Finance Director's Signature

EXHIBIT A
SCOPE OF WORK

The Consultant shall provide services to the City of Concord LRA in order to complete the development and submission of a substantially complete Homeless Assistance Submission (HAS) to the U.S. Department of Housing and Urban Development (HUD) and the Department of Defense in keeping with the requirements of the BRAC process.

The Consultant shall:

- Advise the LRA on issues related to homelessness in the vicinity of the installation including responding to questions on, and updating as necessary, the Homeless Needs Assessment, and preparing and presenting other information regarding the development of programs and facilities to serve the needs of the homeless as may be necessary or useful for negotiating a homeless accommodation and preparing a Homeless Assistance Submission;
- Assist the LRA in negotiations with homeless services providers in order to develop a Homeless Assistance Submission, including preparing agendas and information for meetings, preparing minutes from meetings, assisting in the formulation of the terms of an assistance plan, and providing input on the terms and mechanisms for legally binding agreements (LBA's) for homeless assistance;
- Draft the Homeless Assistance Submission based on the requirements of the federal regulations and the results of these negotiations. Make such changes to the draft plan as requested by the City/LRA, its Counsel and Consultants. With LRA staff, assemble such supporting materials as are needed to submit the HAS and any revisions to HUD.

As needed to satisfy this scope of work, the Consultant will subcontract with John N. Shepherd, development consultant, for services which may include:

- Perform financial and feasibility analysis of homeless-serving housing or other capital facility projects;
- Conduct research as needed and provide advice regarding feasible strategies for meeting the homeless assistance requirements, including assisting in developing financing approaches for projects or programs in compliance with federal regulations regarding the development of a Homeless Assistance Submission;
- Provide consultation to, prepare documents for, and/or participate as requested with Consultant, City staff and outside counsel, in negotiations with homeless services and housing providers, as needed, to develop a viable Homeless Assistance Submission consistent with both the overall base reuse plan and with the applicable law;
- Other consultation on affordable housing development, financing, base conversation-related homeless assistance plans and other relevant topics as needed.