

**AMENDMENT NO. 1 TO CONTRACT NO. C24189570
BETWEEN THE CITY OF PALO ALTO AND
DOWNTOWN STREETS, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. C24189570 (the "Contract" as defined below) is entered into as of June 17, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and DOWNTOWN STREETS, INC., a California public benefit non-profit corporation, located at 1671 The Alameda, Suite 301, San Jose, CA 95126 ("CONTRACTOR"). CITY and [CONSULTANT or CONTRACTOR] are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of Street Cleaning Services, as detailed therein.

B. The Parties now wish to amend the Contract in order to (1) increase the not to exceed total by an additional Five Hundred Forty-Eight Thousand Nine Hundred Fifty-Eight Dollars (\$548,958) to a new not to exceed amount of One Million Seventy-Seven Thousand Three Hundred Sixty-Seven dollars and Nine Cents (\$1,077,367.09), (2) update Exhibit A Scope of Work to incorporate provision of job readiness training and employment opportunities, (3) update Exhibit B Schedule of Performance and (4) add Exhibit C-1 Professional Services Type Payments for job readiness training and employment opportunities, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C24189570 between CONSULTANT and CITY, dated December 11, 2023, as amended by:
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 5: COMPENSATION FOR ORIGINAL TERM" of the Contract is hereby amended to read as follows:

- ☐ The total maximum lump sum compensation of dollars (\$); **OR**
- ☐ The sum of dollars (\$)) per hour, not to exceed a total maximum

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compensation amount of dollars (\$)); **OR**

- ☒ A sum calculated in accordance with the fee schedule set forth at Exhibit C and Exhibit C-1, not to exceed a total maximum compensation amount of **One Million Seventy-Seven Thousand Three Hundred Sixty-Seven Dollars and Nine Cents(\$1,077,367.09).**

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☐ CITY has set aside the sum of dollars (\$)) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C-1" entitled "PROFESSIONAL SERVICES TYPE OF PAYMENTS (JOB READINESS, AMENDMENT NO. 1", ADDED

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. **Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

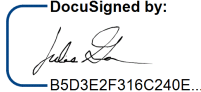
City Manager

APPROVED AS TO FORM:

City Attorney or designee

DOWNTOWN STREETS, INC.

Officer 1

By: B5D3E2F316C240E...

Name: Julie Gardner

Title: CEO

Officer 2

By: 643CEC9FC898488...

Name: Marina Peterson

Title: CFO

Attachments:

Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.

Exhibit "C-1" entitled "PROFESSIONAL SERVICES TYPE OF PAYMENT (JOB READINESS), AMENDMENT NO. 1", ADDED

EXHIBIT A
SCOPE OF SERVICES, AMENDMENT NO. 1
AMENDED, AND REPLACES PREVIOUS

CONTRACTOR shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES".

CONTRACTOR shall 1.) Provide unhoused and/or extremely low-income individuals with job readiness training and employment opportunities through job search skill instruction, supportive, services, and direct employment placements with partnering companies and 2), perform Street Cleaning Services. The scope of Street Cleaning Services shall include, but not be limited to the tasks detailed under Tasks 1 and 2 for cleaning of the City's five parking garages, along University Avenue, and portions of Ramona Street, California Avenue , and Ash Street, cleaning Downtown alleyways, reporting suspicious persons and/or vehicles to the proper authorities, reporting safety hazards such as raised sidewalks and lights that are out, and reporting cases of vandalism and graffiti.

CONTRACTOR will provide tangible local employment opportunities for motivated, previously unhoused , or at-risk of homeless individuals who have completed the CONSULTANT's Employment Development Course.

CONTRACTOR shall be responsible for providing all training, labor, and equipment required to perform the tasks as specified in the contract, including the appropriate training and Personal Protective Equipment (PPE) required for the collection of syringes (sharps). The CITY will provide sharp waste containers and dispose of those containers once filled. It is the responsibility of the CONTRACTOR to inform the Project Manager when sharp waste containers are full and need to be replaced and disposed.

This program shall also provide counseling and training to assist participants to develop a plan for self-sustainability by procuring housing or shelter, address physical/mental issues, receive transportation assistance, or providing other services. Training will primarily focus on building

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successful work habits, job readiness skill, resume writing, and employment search skills.

CONTRACTOR shall use employees to encourage other unhoused individuals to explore other options and explaining all of the services that are available to them.

Downtown Streets Team shall provide semi-annual activity reports related to this Scope of Services, detailing adherence to Schedule of Performance, for the periods ending December 31 and June 30, within fifteen days after these dates. Each report shall cover the preceding six month period, and other such information as the Project Manager may request, but at minimum, including the below-listed stats. The final report shall be prepared in the form agreed upon by the City and Downtown Streets Team.

CONTRACTOR shall provide, at minimum, the following information in its semi-annual activity reports:

- Number of sharps (syringes) collected
- Amount of debris removed
- Total number of current team members
- Total number of team members with employment
- Total number of team members housed
- Total number of team members who maintained employment
- Total number of volunteer hours
- Number of job placements
- Participants trained in job search
- Recipients of supportive services
- Unduplicated clients
- Expense report - program delivery in
 - Salaries/employee benefits
 - Overhead
 - Rent/insurance
 - Marketing/PR/Supplies
 - Communications

- Mileage
- Job placement by income
 - Extremely low income
 - Very low income
 - Low income
 - Moderate income
 - Above moderate income
- Number of job placement by age group
 - Youth (0 to 18)
 - Adults (19-62)
 - Seniors (63+)
 - Disabled Individuals
- Clients by race/ethnicity

Task 1 – Street Cleaning Services

CONTRACTOR shall perform Street Cleaning Services, which includes cleaning of the City's five parking garages (S & L, R, J, Q and Civic Center), sidewalks, and alleyways in the Downtown Palo Alto area. These services shall be performed according to the attached schedule (Attachment B) and shall be performed at a minimum by a two-person crew. The level of service provided shall include, but not be limited to, picking up litter, reducing trash from overflowing trash receptacles, wiping down garbage can lids, reporting safety hazards such as raised sidewalks and lights that are out, and reporting cases of vandalism and graffiti. CONTRACTOR will wipe down the top of newspaper racks at least every two weeks.

CONTRACTOR shall be responsible for providing all training and equipment required to perform the tasks as specified in the contract, including but not limited to, appropriate attire or uniform with identifiable company logo, the appropriate training, and Personal Protective Equipment (PPE) required for the collection of syringes (sharps). The CITY will provide sharp waste containers and dispose of those containers once filled. It is the responsibility of the CONTRACTOR to inform the Project Manager when sharp waste containers are full and need to be replaced and disposed. CONTRACTOR shall also, through the use of their employees, encourage other unhoused individuals to explore other options, and to explain all of the services that are available to unhoused individuals. CONTRACTOR shall send teams daily to Palo Alto City Hall to conduct outreach, pick up trash, and ensure that no individuals are violating Palo Alto City Policy 4-07/MGR – Conduct in City Facilities.

The Downtown Streets Team (DST) Project Manager shall also attend quarterly meetings with

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the City's Project Manager when deemed necessary. CONTRACTOR shall provide a monthly report to Project Manager that reports weekly data for Task 1 and Task 2 separately on the following:

- Number of Team members on morning shift and number of Team Members of afternoon shift.
- Number of 5-gallon buckets of debris collected and disposed of per shift.
- Total number of gallons collected and disposed.
- Self-certification that all tasks were completed at each location per the schedule and scope of work
- Number of homeless individuals found in each of the garages.
- Total number of interactions with homeless individuals.
- Number of homeless individuals who report that they do not want to engage in any services offered.
- And other pertinent information that conveys the barriers that unhoused individuals face in accessing, following up with and obtaining needed services.
- Include a monthly success story regarding their team members.

When requested, the DST Project Manager shall also attend monthly meetings with the Palo Alto Downtown Business and Professional Association (PADBPA) to act as a liaison between the business owners who have a vested interest in the services being provided, City staff who manage the contract, and the Downtown Streets Team who runs the program. The DST Project Manager shall make a brief presentation at these monthly PADBPA meetings to relay what efforts have been undertaken since the last meeting.

Task 2– Car-Free Street Cleaning Services (Ramona Street and California Ave)

CONTRACTOR shall perform Street Cleaning Services in the Car-Free Streets portions of Ramona St (from Hamilton Ave to University Ave) in downtown, and California Ave (from El Camino Real to Birch St), plus a small portion of Ash Street (from Sherman Ave to California Ave) within the California Ave Business District. These services shall be performed at a minimum by a two-person crew. The level of services provided shall include, but not limited to, picking up litter; removing leaves and debris from areas not accessible to street sweepers (such as near gutters or tight corners); rearranging and resetting City-owned outdoor furniture (such as small tables, foldable chairs, faux-carpeting, and game play areas); and ensuring furniture is upright and clean (include cleaning and/or wiping down tables and chairs); reducing trash from overflowing trash receptacles and wiping down garbage can lids along the Car-free

streets; reporting safety hazards such as raised sidewalks and lights that are out; and reporting cases of vandalism and graffiti. Tops of newspaper racks are to be wiped down every 2 weeks.

CONTRACTOR shall be responsible for providing all training and equipment required to perform the tasks as specified in the contract, including but not limited to, appropriate attire or uniform with identifiable company logo, the appropriate training, and Personal Protective Equipment (PPE) required for the collection of syringes (sharps). The CITY will provide sharp waste containers and dispose of those containers once filled. It is the responsibility of the CONTRACTOR to inform the Project Manager when sharp waste containers are full and need to be replaced and disposed.

The CITY reserves the right and at its sole discretion, to cancel Task 2 service at any time. The CITY will provide CONTRACTOR a minimum of two weeks advance notice prior to initiating or canceling these services.

EXHIBIT B
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1
AMENDED, AND REPLACES PREVIOUS

CONTRACTOR shall not perform services in cases of inclement weather (as determined by City staff and the Downtown Streets Team Project Manager) or during observed DST holidays listed below. The schedule and tasks can be modified during the term of the contract based on operational needs through a written mutual agreement between CITY and the CONTRACTOR.

Tasks	Schedule
Clean and conduct outreach along alleyways (Downtown North and South), University Avenue, Downtown South/City Hall	Daily Monday-Friday and Weekends, see Detailed Schedule
Clean and conduct outreach of garage	Twice Daily Weekends, see Detailed Schedule
Clean and conduct outreach of garage	Twice Daily Monday-Friday, see Detailed Schedule
Attain 15 job placements of unduplicated individuals, through job training/employment readiness classes and outreach to local employers	Annual
Train 15 participants in job search	Annual
Recruit 15 local employers to create/hold positions or expedite the hiring process for program participants	Annual
Achieve 75% of employers retaining new employees beyond three months	Annual

Detailed Schedule:

Task 1 – Street Cleaning Services Schedule:

<u>DAY</u>	<u>TIME</u>	<u>ACTIVITIES</u>
Monday, Tuesday, Wednesday, and Friday	8-9 AM	Garage cleaning and outreach
	9 -10 AM	Alleyways (Downtown North and South) Shift change box
	10- 10:15 AM	Break
	10:15--11 AM	University Ave
	11-12 AM	Downtown South/City Hall
	12 PM	Shift changes at box
	12-1 PM	Downtown North
	1-2:30 PM	Garage cleaning and outreach
	2:30-2:45 PM	Break
	2:45-4 PM	Garage cleaning and outreach

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<u>DAY</u>	<u>TIME</u>	<u>ACTIVITIES</u>
	4 PM	Dismissal at box
Thursday	8-8:30 AM 8:30-9 AM 9-10 AM 11:15-1 PM	Garage cleaning and outreach Downtown South/City Hall and Alleyways Downtown North and University Ave Alleyways Lead Meeting and Success Meeting
Saturday and Sunday	9-10 AM 10-10:30 AM 10:30-11:30 AM 11:30-11:45 AM 11:45-1 PM 1 PM	Garage cleaning and outreach Downtown South/City Hall/University Ave Downtown North Break Garage cleaning and outreach Dismissal at box

Task 2 Car-Free Street Cleaning Services (Ramona St and California Ave) Schedule:

<u>DAY</u>	<u>TIME</u>	<u>ACTIVITIES</u>
Monday	8-10AM	Car-free street portion of California Ave (which includes Ash St) and Ramona St (Ramona St. could be done as part of Task 1 schedule).
Wednesday	8-10AM	Car-free street portion of California Ave (which includes Ash St) and Ramona St (Ramona St. could be done as part of Task 1 schedule).
Friday	8-10AM	Car-free street portion of California Ave (which includes Ash St) and Ramona St (Ramona St. could be done as part of Task 1 schedule).

DST will observe the following holidays in 2024

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King Day
Monday, February 5	Rosa Parks Day Observed
Monday, February 19	Presidents' Day
Monday, April 1	Cesar Chavez Day Observed
Monday, April 22	Earth Day Observed
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	4 th of July
Monday, July 22-26	Summer Break
Monday, September 2	Labor Day
Monday, October 14	Indigenous People's Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Friday, November 29	Food Coma Day
Wednesday, December 25 - Wednesday, January 1, 2025	Company Time Off
<i>Your choice of day in celebration of your birthday!</i>	
<i>(Take the day in the month of your birthday)</i>	
<i>Your choice of day in celebration of Heritage and Culture Day!</i>	

Actual dates will vary depending on the year. The listed holidays will be observed even if they fall on a date that is different than the dates listed above.*

EXHIBIT C-1
PROFESSIONAL SERVICES TYPE OF PAYMENTS (JOB READINESS), AMENDMENT NO.1
ADDED

CITY agrees to compensate CONSULTANT for the Services performed in accordance with the terms and conditions of this Agreement, including Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4 of the Agreement), based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE:

Description	Total
Employee Benefits/Taxes	\$164,900
Rent & Utilities	\$16,305
Communications, Mileage, and Supplies	\$1,781
TOTAL EXPENSES PER ANNUM	\$182,986
TOTAL NOT TO EXCEED	\$548,958

REIMBURSABLE EXPENSES

Unless specifically noted in Exhibit A, Scope of Services, the administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance, and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: \$0.00

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and

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CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.