

- First
- Second
- Third

**Amendment to Standard City of San José Consultant Agreement**  
(Non-Capital Projects)

Consultant's Name: **RESOURCE DEVELOPMENT ASSOCIATES**

**(Standard Agreement AC No#647232)**

This Amendment is made and entered into this 15th day of July, 2022. The City and Consultant amend the above-reference agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
4.  **Agreement Term:** Subsection 2 is amended to extend the expiration date from January 31, 2022, to July 31, 2022.
5.  **Maximum Total Compensation:** Subsection\_\_ is amended to  Increase  Decrease the Maximum Total Compensation from \_\_\_ to \_\_\_.
6.  **Agreement Section(s):** Section(s) \_\_\_ is/are amended to read as set forth in Attachment A of the Amendment.
7.  **Scope of Basic Services – Exhibit A:** The  original  First Revised  Second Revised Exhibit A is amended to read as set forth in the attached  First  Second  Third Revised Exhibit A, which is incorporated by reference into this Amendment.
8.  **Compensation – Exhibit B:** The  original  First Revised  Second Revised Exhibit B is amended to read as set forth in the attached  First  Second  Third Revised Exhibit B, which is incorporated by reference into this Amendment.
9.  **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.



**First**

**Second**

**Third**

### Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the  First  Second  Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this Exhibit A to the satisfaction of the Director.

**General Description of Project:** Consultant will pilot and refine the screening instrument, inventory case management tools, establish tools and processes for programs to report screening and case management results, and conduct screener- and assessment-related trainings.

#### Task No. 1: Develop and Confirm Screening Tool Pilot Plan

**A. Services:** Resource Development Associates will meet with a minimum of five providers that participate in the pilot discuss and confirm plan for the pilot.

**B. Deliverables:**

- One (1) meeting with key Parks, Recreation and Neighborhood Services Staff and a minimum of five providers that participate in the screener pilot.
- One (1) document that includes project timeline and a description of each project component.

**C. Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: November 30, 2021

On or before 90 Business Days from the start of the project

#### Task No. 2: Screening Tool Pilot

**A. Services:** Resource Development Associates will pilot the screening tool to a minimum of 20 youth per pilot program.

**B. Deliverables:** Collection of a minimum of 15-25 screeners from each of the programs that participate per pilot program.

**C. Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: March 31, 2022

On or before 90 Business Days from contract approval.

#### Task No. 3: Screening Tool Refinement

- A. **Services:** Resource Development Associates will refine the tool based on the pilot results and feedback from pilot programs.
- B. **Deliverables:** One (1) final version of the screening tool.
- C. **Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: May 31, 2022
- On or before 90 Business Days from contract approval.

**Task No. 4: Case Management Assessment Tool Inventory**

- A. **Services:** Resource Development Associates will inventory the case management tools already in use by 8-10 programs, including interviews with program staff to better understand how the tools are administered, how results are used, and staff's experiences with the assessment tool.
- B. **Deliverables:** One (1) case management tool inventory list and documentation of a minimum of 5-10 interviews.
- C. **Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: March 31, 2022
- On or before 90 Business Days from contract approval

**Task No. 5: Case Management Assessment Tool Recommendations**

- A. **Services:** Resource Development Associates will develop a recommendation memo containing a list of case management tools that the MGPTF should require its grantees to use.
- B. **Deliverables:** One (1) recommendation memo.
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: May 31, 2022
- On or before 90 Business Days from contract approval

**Task No. 6: Data Collection Processes and System Development**

- A. **Services:** Resource Development Associates will support the development of data collection, data entry, and data reporting processes and protocols.
- B. **Deliverables:** Written recommendation for online data platform; revised data entry fields and/or forms.
- C. **Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: July 31, 2022
- On or before 90 Business Days from contract approval

**Task No. 7: Staff Training**

**A. Services:** Resource Development Associates will develop training materials, virtually train the programs in the screening instrument, the case management assessment tool reporting process, and how to supply the data to City staff. These training materials will be available for City staff to use moving forward for continued training as required.

**B. Deliverables:**

- Staff training materials
- Delivery of two (2) online staff trainings (one for screener and one for assessment tool) and recordings of trainings for future use.

**C. Completion Time:** Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: July 31, 2022
- On or before 90 Business Days from contract approval

## EXHIBIT C: INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions insurance for all Professional Services rendered including architecture, engineering, or design services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

### B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate, coverage to be maintained following completion of work on project for 3 years or, if policy is canceled, extended reporting period to equal the same.

### C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
  - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
  - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

**F. Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose—Finance  
Risk Management  
200 East Santa Clara Street, 14h Floor Tower  
San Jose, CA 95113-1905

**G. Subcontractors**

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Brown & Brown Insurance Services of California, Inc 3697 Mt. Diablo Blvd, Ste 100  Lafayette CA 94549-3745		<b>CONTACT NAME:</b> Cristin Garcia <b>PHONE (A/C, No, Ext):</b> (800) 733-3131 <b>E-MAIL ADDRESS:</b> cgarcia@bbnca.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Sentinel Insurance Company, Ltd.	<b>NAIC #</b> 11000
		<b>INSURER B:</b> Beazley Insurance Company, Inc.	37540
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2022

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBAID4214	10/01/2021	10/01/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			57SBAID4214	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability			V13940200801	10/01/2020	10/01/2021	\$3,000,000 Per Occ	\$25,000 Retention
							\$3,000,000 Aggregate	

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

The City of San Jose, its officers, employees, agents and contractors are named as additional insured as respects to services rendered by the named insured in regard to general liability subject to the policy terms, conditions and exclusions and per attached form SS 00 08 04 05. Policy Cancellation Exception: 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of San Jose - Finance Dept 200 East Santa Clara Street 14th Floor Tower San Jose CA 95113-1905	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 
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**INSTRUCTIONS FOR INSURANCE APPROVAL:**

Forward the following to: **RISK & INSURANCE**

200 E. Santa Clara Street 14<sup>th</sup> Floor

San Jose, CA 95113-1905

Riskmgmt@sanjoseca.gov

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.
4. Copy of Service Provider's certificate of insurance.

**NOTIFICATION OF CONTRACT BEING PROCESSED**

DATE: 05/13/2022

Service Provider:	Resource Development Associates	Phone No.	510-488-4344
330 Franklin Street #400, Oakland CA 94607			
Project:	Screeener Assessment Tool		
		Project Amount:	\$47,275
Estimated Start Date	Upon Execution	Estimated Completion Date	07/31/2022
Scope of Work: Consultant will pilot and refine the screening instrument, inventory case management tools, establish tools and processes for programs to report screening and case management results, and conduct screener- and assessment-related trainings.			
Department	PRNS	Division	ASD
Department Contact	Martin Cruz	Ph./Ext:	408-535-5636
		Fax:	

**COMPLIANCE WITH INSURANCE REQUIREMENTS**

Comments:	_____
Signature:	_____
	<i>Martin Cruz</i>
	Risk & Insurance
	Date: 7/20/2022

FOR RISK & INSURANCE USE ONLY

Date Forwarded to City Clerk:

**COMPLIANCE WITH BOND REQUIREMENTS**

Signature:	_____	Date:	_____
	City Clerk		



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Martin Cruz  
 EMAIL: Martin.Cruz@sanjoseca.gov

**SCANNED SIGNATURE AUTHORIZATION**

DATE: <u>July 12, 2022</u>	TOTAL PAGES: (INCLUDING THIS PAGE) <u>#9</u>
TO: <u>Patricia Bennett</u>	TO: _____
EMAIL: <u>pbennett@rdaconsulting.com</u>	EMAIL: _____
PHONE: <u>(510) 488-4345</u>	PHONE: _____

<input checked="" type="checkbox"/> I agree to use electronic signatures	<input type="checkbox"/> I agree to use electronic signatures
BY: <u>Patricia M. Bennett PhD</u>	BY: _____

<b>DIRECTIONS:</b>
REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE: <ol style="list-style-type: none"> <li>SIGN THE DOCUMENT <b>IN BLUE INK</b></li> <li>CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES</li> <li>SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE <b>IN COLOR</b></li> <li>EMAIL THE ENTIRE DOCUMENT TO</li> </ol>

<b>To BE COMPLETED BY CITY STAFF:</b>
ALTERNATIVE METHODS OF VERIFICATION: <ul style="list-style-type: none"> <li><input type="checkbox"/> USE OF A PASSWORD PROTECTED WEBSITE</li> <li><input type="checkbox"/> CONFIRMED BY A KNOWN TELEPHONE NUMBER</li> <li><input type="checkbox"/> PERSONALLY KNOWN TO CITY STAFF</li> </ul>

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667130-001

Contractor: Resource Development Associates, Inc.

Address: 330 Franklin Street #400, Oakland CA 94607

Phone: 510-488-4344

Email: pbennett@rdacounseling.org

Contract Description: onsultant will pilot and refine the screening instrument, inventory case management tools, establish tools and processes for programs to report screening and case management results, and conduct screener- and assessment-related trainings.

Term Start Date: Upon Execution

Term End Date: 07/31/2022

Extension: No

Method of Procurement: RFQ

RFB, RFP or RFQ No.: N/A

Date Conducted: 10/24/2016

Agenda Date (if applicable): 06/22/2021

Agenda Item No.: 2.18

Resolution No.: 8014

Ordinance No.: N/A

Original Contract Amount: \$47,275

Amount of Increase/Decrease: N/A

Option #: \_\_\_ of \_\_\_ Option Amount: N/A

NTE/Updated Contract Amount: \$47,275

Fund/Appropriation: 001/2778

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 7588260098

Expiration Date: 09/15/2022

Department: PRNS (64)

Department Contact: Martin Cruz/ 408-535-5636

Customer (Finance Only): \_\_\_\_\_

Notes: DB#647232

Department Director Signature:  On behalf of Jon Cicirelli

7/15/2022

Date

Office of the City Manager Signature: \_\_\_\_\_

Date