

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and THE VILLAGE OF LOVE FOUNDATION, a California non-profit corporation, whose address is 431 Stardust Place, Alameda, CA 94501 (“**Provider**”), in reference to the following facts and circumstances:

**RECITALS**

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Administration of the Day Center and Safe Sheltering Program to provide services that benefit Alameda’s unhoused population. In April 2020, the City staff issued a Request for Proposal and selected the Village of Love (VOL) through its fiscal agent, Creative Build, to provide these services. VOL staff successfully provided these services to the City since the program’s inception. In March 2021, VOL staff established the Village of Love Foundation, a nonprofit, public benefit corporation and therefore no longer requires a fiscal agent. Provider was selected on a sole source basis in awarding this one-year Agreement to Provider, given that the City experienced satisfactory services from Provider at a reasonable cost for each of the last three years and VOL established strong and meaningful connections with individuals in Alameda’s unhoused population which greatly enhances the services and housing placement.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_.

E. The City and Provider desire to enter into an agreement to administer the Day Center and Safe Sheltering Program, upon the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2024, and shall terminate on the 31<sup>st</sup> day of August 2025, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this Agreement shall not exceed **\$1,824,080**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City

harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this

Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.



d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Housing and Human Services/Community Development  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Lisa Fitts  
Ph: (510) 747-6884/ Email: lfitts@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

The Village of Love Foundation  
490 43<sup>rd</sup> Street  
Oakland, CA 94303  
ATTENTION: Joey Harrison, Executive Director  
Ph: (510) 313-1974

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Housing and Human Services/Community Development  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Danielle Sullivan  
Email: dsullivan@alamedaca.gov

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**30. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any

program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

**31. NONDISCRIMINATION – HUD REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant

to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts



for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

THE VILLAGE OF LOVE FOUNDATION  
a California non-profit corporation

CITY OF ALAMEDA  
a municipal corporation

DocuSigned by:  
*Joey Harrison*  
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\_\_\_\_\_  
Joey Harrison  
Executive Director

\_\_\_\_\_  
Jennifer Ott  
City Manager

DocuSigned by:  
*Jerri Forriest*  
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\_\_\_\_\_  
Jerri Forriest  
Director of Operations

RECOMMENDED FOR APPROVAL

DocuSigned by:  
*Amy Wooldridge*  
CF377C6EC7664C4...  
\_\_\_\_\_  
Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
*Len Aslanian*  
765D25E39B18464...  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

EXHIBIT A

**City of Alameda  
Housing and Human Services Department  
SCOPE OF WORK  
DAY CENTER SERVICES**

**PROVIDER:** The Village of Love Foundation

**PROGRAMS:** Day Center Services

**CLIENTS TO BE SERVED:** Up to 12 unduplicated overnight participants in emergency shelter beds;  
Up to 30 unduplicated clients per week through Day Center Services (inclusive of overnight beds); and  
Up to 25 cars or vans per day

**CONTRACT AMOUNT:** \$1,760,080

**CONTRACT PERIOD:** January 1, 2024 to August 31, 2025

**SCOPE OF WORK:**

**I. Definitions**

Day Center Services:

A 12-bed emergency shelter with an adjacent parking lot with 25 spaces for persons living in their car or van serving unhoused individuals 23 hours a day, seven days a week, addressing basic needs and offering case management and housing navigation services. In addition, four trailers with five emergency beds.

Day Center:

A safe, sanitary, secure and welcoming place for unhoused individuals to relax, get information, connect to services, and be supported by staff and peers.

Safe Parking

Provides individuals experiencing homelessness, who are living in their cars and vans, a place to legally park their vehicles in a safe, secure, sanitary and welcoming environment. The program is not available for people living in Recreational Vehicles.

At-risk of Becoming Homeless: as defined by the federal Housing and Urban Development, include individuals and families that are in one or more of the following situations:

- Have moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance
- Live in the home of another because of economic hardship
- Have been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance
- Live in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals
- Live in a Single Room Occupancy or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room
- About to exit a publicly funded institution or system of care
- Live in housing that has characteristics associated with instability and an increased risk of homelessness

Homeless Individuals: is defined as someone who is unhoused and lives in a place that is not meant for human habitation.

## **II. Services to be Provided**

PROVIDER will provide Day Center Services. PROVIDER will assume budget oversight, evaluation, and reporting responsibilities for these activities.

### Day Center Services

PROVIDER shall implement the City of Alameda's Day Center Services 23 hours a day, seven days a week. Services include an overnight program serving homeless individuals, a day time program offering respite and services to Alameda's unhoused, and 25 parking spots for individuals living in their car or van to park safely on site and receive Day Center Services. Under this Agreement, PROVIDER will provide direct services to clients, coordinate programs and activities, refer individuals to needed resources, and operate an emergency overnight shelter from 8:30 pm to 8:00 am, seven days a week and including Federal Holidays.

At a minimum PROVIDER will ensure that the following service components will be provided:

- A. Serve up to 30 unduplicated individuals per week
- B. In addition, serve up to 12 unduplicated individuals per night experiencing homelessness or at-risk of becoming homeless.
- C. And further, serve up to 25 cars or vans per day to support homeless individuals who are living in their vehicles.

#### **A. Serve up to 30 unduplicated individuals per week**

#### **B. Serve up to 12 unduplicated individuals per night experiencing homelessness or at-risk of becoming homeless:**

- i. Enroll walk-in participants onsite for immediate services.

- ii. Accept referrals from Alameda Police Department, Operation Dignity, 211, and Coordinated Entry.
- iii. Provide sleeping arrangements.
- iv. Close Day Center Services once a day and conduct cleaning and sanitizing and set up sleeping arrangements prior to open hours.
- v. Take down bedding, clean and sanitize after open hours.
- vi. Provide housing navigation services.
- vii. Connect participants with Case Management during daytime hours.
- viii. Develop, coordinate, implement, oversee, and evaluate operations, programs, and services across programs. Services many include, but are not limited to, the following: intake, meals, information and referral, case management, showers, access to computers, housing navigation, etc.

**C. And further, serve up to 25 cars or vans per day to support homeless individuals who are living in their vehicles.**

Develop, coordinate, implement, oversee, and evaluate safe parking operations, programs, and services. Services may include, but are not limited to, the following: intake, registration, light breakfast, bathroom and washing facility, peer support, information and referral, and care planning aimed at moving clients towards stable housing and self-sufficiency.

- i. Develop processes for screening, assessing, and enrolling participants in the program. Ensure that participants understand, agree to, and sign the Safe Parking Onsite Code of Conduct and Expectations (Exhibit A) and impose disciplinary action, including disenrollment from the program, as necessary.
- ii. Develop processes to register vehicles accessing safe parking and to check-in and check-out participants utilizing the service during operating hours.
- iii. Monitor vehicle occupants for any illegal activity. Any violation of rules and requirements will have clear consequences laid out.

PROVIDER shall, for each of the activities above, ensure that the following service components will be provided:

- a. Adhere to the Core Principles (Exhibit B) established for the program that prioritize a housing first model, harm reduction approach, trauma informed care, and cultural competency, racial equity, and inclusivity in all facets of governance, operation, management, and service provision.
- b. Provide a welcoming, safe, sanitary, and inclusive environment for all participants and guests from all walks of life, regardless of race, creed, gender, gender identity, color, or religion. Any person in need: men, women, LGBTQ+, is welcome to receive services without judgment.
- c. Support participants with their health, mental health, housing, and social service needs by coordinating with community-based agencies serving the homeless population in Alameda and linking clients to programs and services that will help end their homelessness.

- d. Maintain the safety, security, and accessibility of Safe Parking and Day Center facilities, grounds, and surrounding areas. Site maintenance includes keeping grounds and facility free of trash, providing trash receptacles and dog waste bags, and pressure washing the lot weekly.
- e. Develop a clearly defined staffing plan and reporting responsibilities to support planned activities and programs.
- f. Develop an outreach plan to promote the program to the target population.
- g. Develop processes for screening, assessing, and enrolling participants in the program. Ensure that participants understand, agree to, and sign the Safe Parking Onsite Code of Conduct and Expectations (Attachment C) and impose disciplinary action, including disenrollment from the program, as necessary.
- h. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between the PROVIDER and the City of Alameda.
- i. Participate in the City of Alameda's homeless initiatives and programs, including the Collaboration Advancing Resources, Efforts, and Supports for Alameda's Homeless and its activities, and other workgroups appropriate to the scope of the project.
- j. Ensure timely and accurate submission of monthly, annual, and other reports requested by the City of Alameda.
- k. PROVIDER agrees to implement and operate the program in accordance with the terms of this agreement.

### **III. Program Evaluation and Reporting Requirements**

- a. PROVIDER shall submit monthly reports no later than 10 days after the end of the month being reported. Monthly reports will include, at the minimum, the following data elements:
  - Number of clients served
  - Demographic information of clients
  - Description of services and resources provided
  - Other information that will help in the evaluation of the program
- b. PROVIDER shall participate in the evaluation of the program to help identify areas that will improve service delivery, program effectiveness, and client outcomes. PROVIDER will implement program improvement strategies identified in the evaluation.
- c. PROVIDER shall submit a final narrative report no later than 15 days after the completion of the contract. The report shall include a narrative accounting of the progress achieved toward the Scope of Work.
- d. PROVIDER shall make good faith efforts to provide other information, as requested by the City of Alameda, in a timely manner.
- e. PROVIDER shall make good faith efforts to collect and input data at 100% data quality.
- f. The HUD definition of "homeless" shall be used for reporting purposes. "Homeless" as defined by HUD, means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train.

EXHIBIT A (Continued)

**City of Alameda  
Housing and Human Services Department  
SCOPE OF WORK  
SAFE SHELTERING SERVICES**

**PROVIDER:** The Village of Love Foundation

**PROGRAMS:** Safe Sheltering Services

**CLIENTS TO BE SERVED:** Up to five (5) unduplicated individuals at one time

**CONTRACT AMOUNT:** \$64,000 (\$32,000 per year for two years)

**CONTRACT PERIOD:** September 1, 2023 to August 31, 2025

**SCOPE OF WORK:**

**I. Definitions**

Homeless/Unhoused Individuals: is defined as someone who lives in a place that is not meant for human habitation.

Resident: is defined as an individual who has been screened, assessed, and enrolled in the Safe Sheltering Program with a signed Safe Sheltering Program Resident Agreement on file.

Safe Sheltering Program: provides emergency housing resource in shared trailer accommodations for unhoused individuals at high risk of developing acute disease or complications from COVID-19 exposure due to personal risk factors and their current living situation. The goal of the program is to assist medically fragile unhoused individuals post-pandemic.

**II. Services to be Provided**

PROVIDER shall provide CITY with program coordination services for the City of Alameda Safe Sheltering Program (CASSP), and agreed upon between the PROVIDER and the CITY. PROVIDER will provide, at the minimum, the following service components:

- a. Serve up to five (5) unduplicated individuals, at any given time, experiencing homelessness or at-risk of becoming homeless during the contract period.



- b. Provide program coordination services for the CASSP that include, but are not limited to the following:
  - Providing a safe and welcoming environment for the residents
  - Ensuring the safety and welfare of residents
  - Identifying and responding to residents' needs
  - Coordinating with partner organizations to troubleshoot facility and resident issues
  - Coordinating with partner organizations to link residents to resources and supports
  - Working with residents to identify strategies to end their homelessness and work towards self-sufficiency
  - Facilitating communication with and among residents and/or providers
  - Maintaining an amicable relationship with the community
  - Tracking and reporting resident and program data
  - Evaluating program outcomes
- c. Ensure that all residents have a signed Code of Conduct and Resident Agreement prior to moving in and comply with the rules and expectations set forth in the agreement at all times (Attachment A).
- d. Resolve conflicts and issues with residents in a fair and thoughtful manner, and, if necessary, enforce dismissal/disenrollment of resident from the program as a result of the breach of the Resident Agreement.
- e. Assign a dedicated staff as the point person for residents, service providers, and the community.
- f. Ensure complete, accurate, and timely submission of reports as required by the CITY, County, and other entities related to CASSP.
- g. Participate in Coordinated Outreach Team meetings to develop, evaluate, and improve the Safe Sheltering Program and support client success in the program.
- h. Agree to implement and operate the program in accordance with the terms of this agreement.

### **III. Program Evaluation and Reporting Requirements**

- a. PROVIDER shall submit reports using the appropriate forms, databases, and formats as required by CITY, Alameda County, and other entities associated with the CASSP. Data elements may include, but are not limited to, the following:

- Number of clients served
  - Description of services and resources provided
  - Client outcomes and other information that will help in the program evaluation
- b. PROVIDER shall participate in the evaluation of the program to help identify areas that will improve service delivery, program effectiveness, and client outcomes. Evaluation criteria and response will include approaches identified jointly by the PROVIDER and the CITY.

PROVIDER shall make good faith efforts to provide other information, as requested by the CITY, in a timely manner

**EXHIBIT B**

<b>The Village of Love Budget for Day Center, Safe Parking and Safe Sheltering</b>							
<b>Personnel Expenses</b>	<b>Pay Rates</b>	<b>Pay Break Allocation</b>	<b>Holiday Pay @ 1 1/2 X Pay Rate x 4 Holidays</b>	<b>Total Pay Before Taxes/Fees</b>	<b>Payroll Taxes/Fees @ 29.5%</b>	<b>Total (12 MONTHS)</b>	<b>5% COLA Inceas Over Previous Budget</b>
Program Director	\$126,126.00	.70 FTE	Included	\$88,288.20	\$26,045.02	<b>\$114,333.22</b>	Joey Harrison's Salary (.70 FTE)
Director of Operations	\$97,760.00	.80 FTE	Included	\$78,208.00	\$23,071.36	<b>\$101,279.36</b>	Jerri Forriest's Salary (.80 FTE)
Regional Director	\$41,600.00	.40 FTE	Included	\$16,640.00	\$4,908.80	<b>\$21,548.80</b>	Albert Burrus' Salary (.40 FTE)
Program Manager	\$68,640.00	1 FTE	Included	\$68,640.00	\$20,248.80	<b>\$88,888.80</b>	Raj Scott's Salary.
Ast Program Manager	\$62,400.00	1 FTE	Included	\$62,400.00	\$18,408.00	<b>\$80,808.00</b>	Kuron's Salary.
Day Center Associate	\$22.00	per hour x 40 hrs/week x 52 weeks	\$1,584.00	\$47,344.00	13,966.48	<b>\$61,310.48</b>	\$33.00 X 8 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Day Center Associate	\$22.00	per hour x 20 hrs/week x 52 weeks	\$792.00	\$23,672.00	6,983.24	<b>\$30,655.24</b>	\$33.00 X 4 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Overnight Shelter Attendant	\$23.00	per hour x 40 hrs/week x 52 weeks	\$1,656.00	\$49,496.00	14,601.32	<b>\$64,097.32</b>	\$34.50 X 8 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Overnight Shelter Attendant	\$23.00	per hour x 25 hrs/week x 52 weeks	\$1,035.00	\$30,935.00	9,125.83	<b>\$40,060.83</b>	\$34.50 X 5 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Overnight Shelter Attendant- Weekend	\$23.00	per hour x 16 hrs/week x 52 weeks		\$19,136.00	5,645.12	<b>\$24,781.12</b>	No Holidays on Weekends
Overnight Shelter Attendant- Weekend	\$23.00	per hour x 16 hrs/week x 52 weeks		\$19,136.00	5,645.12	<b>\$24,781.12</b>	No Holidays on Weekends
Day Center Lead Case Manger	\$25.00	per hour x 25 hrs/week x 52 weeks	\$1,125.00	\$33,625.00	\$9,919.38	<b>\$43,544.38</b>	\$37.50 X 5 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Day Center Associate- Weekend	\$22.00	per hour x 16 hrs/week x 52 weeks		\$18,304.00	\$5,399.68	<b>\$23,703.68</b>	No Holidays on the weekend
Day Center Associate- Weekend	\$22.00	per hour x 16 hrs/week x 52 weeks		\$18,304.00	\$5,399.68	<b>\$23,703.68</b>	No Holidays on the weekend
Day Center Associate- Weekend	\$22.00	per hour x 10 hrs/week x 52 weeks		\$11,440.00	\$3,374.80	<b>\$14,814.80</b>	No Holidays on the weekend
Day Center Associate- Weekend	\$22.00	per hour x 10 hrs/week x 52 weeks		\$11,440.00	\$3,374.80	<b>\$14,814.80</b>	No Holidays on the weekend
Safe Parking Associate	\$23.00	per hour x 20 hrs/week x 52 weeks	\$828.00	\$24,748.00	\$7,300.66	<b>\$32,048.66</b>	\$34.50 X 4 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Safe Parking Associate	\$23.00	per hour x 40 hrs/week x 52 weeks	\$1,512.00	\$49,352.00	14,558.84	<b>\$63,910.84</b>	\$34.50 X 8 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Safe Parking Associate	\$23.00	per hour x 25 hrs/week x 52 weeks	\$945.00	\$24,865.00	7,335.18	<b>\$32,200.18</b>	\$34.50 X 5 Hours X 6 Holidays (4th of July, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day)
Safe Parking Associate-Weekend	\$23.00	per hour x 16 hrs/week x 52 weeks		\$19,136.00	5,645.12	<b>\$24,781.12</b>	No Holidays on Weekends
Safe Parking Associate-Weekend	\$23.00	per hour x 16 hrs/week x 52 weeks		\$19,136.00	5,645.12	<b>\$24,781.12</b>	No Holidays on Weekends
<b>Total Personnel Expenses</b>			<b>\$9,477.00</b>	<b>\$734,245.20</b>	<b>\$216,602.33</b>	<b>\$950,847.53</b>	
<b>Insurance Expenses:</b>							
Workers Comp		\$1275 per 21 Employees				<b>\$26,775.00</b>	\$1,275 @ 21 employees
<b>Other Program Expenses:</b>							
Food for Clients		\$85/Week X 52 Weeks				<b>\$4,420.00</b>	Supplemental food items/water/beverages
Janitorial/Health Supplies		\$120/ Week X 52 Weeks				<b>\$6,240.00</b>	\$60 Janitorial Supplies per week/ \$60 Health Supplies per week
Office Supplies		\$45 per month X 12 Months				<b>\$540.00</b>	
Employee Uniforms		2 EA per ee @ \$60 ea	\$120 X 21 employees			<b>\$2,520.00</b>	2 Uniform per employee
Vehicle Maintenance		\$1470 per month X 12 months				<b>\$17,640.00</b>	\$300 fuel per week plus \$120 monthly maintenance cost (4 oil changes annually @ \$150 ea/ Tire replacement annually @ \$840)
Shelter/Housing		\$250 per month X 12 months				<b>\$3,000.00</b>	
Consultants		\$40 per month X 12 months				<b>\$480.00</b>	
Equipment		\$40 per month X 12 months				<b>\$480.00</b>	
Events		\$45 per month X 12 Months				<b>\$540.00</b>	
						<b>Total Other Program Expenses:</b>	<b>\$35,860.00</b>
						<b>Total Personnel Expenses</b>	<b>\$950,847.53</b>
						<b>Total Insurance Expenses</b>	<b>\$26,775.00</b>
						<b>Total Other Program Expenses</b>	<b>\$35,860.00</b>
						<b>4.2% Indirect Cost</b>	<b>\$42,566.27</b>
						<b>Total Proposed Budget</b>	<b>\$1,056,048.80</b>

## EXHIBIT B (Continued)

<b>The Village of Love Trailer Proposed Budget (12 Months)</b>						
<b>Personnel Expenses:</b>	<b>Pay Rates</b>	<b>Pay Break Allocation</b>	<b>Holiday Pay @ 1 1/2 X Pay Rate x 6 Holidays</b>	<b>Total Pay Before Taxes/Fees</b>	<b>Payroll Taxes/Fees @ 30%</b>	<b>Total Budget</b>
<b>Program Director</b>	\$126,126.00	.05 FTE	Included	\$6,306.30	\$1,891.89	<b>\$8,198.19</b>
<b>Program Manager</b>	\$72,800.00	.20 FTE	Included	\$14,560.00	\$4,368.00	<b>\$18,928.00</b>
<b>Total Personnel Expenses</b>			<b>\$0.00</b>	<b>\$14,560.00</b>	<b>\$4,368.00</b>	<b>\$27,126.19</b>
<b>Insurance Expenses:</b>						
				<b>Total Insurance Expenses:</b>		
<b>Other Program Expenses:</b>						
<b>Supplies and Maintenance</b>		\$137.75/Week X 52 Weeks				<b>\$7,163.00</b>
				<b>Total Other Program Expenses:</b>		<b>\$7,163.00</b>
				<b>Total Personnel Expenses</b>		<b>\$27,126.19</b>
				<b>Total Insurance Expenses:</b>		<b>\$0.00</b>
				<b>Total Other Program Expenses:</b>		<b>\$7,163.00</b>
				<b>2.5% Indirect Cost</b>		<b>\$710.81</b>
				<b>Total Proposed Budget For Homeless Outreach Team</b>	<b>12 MONTHS</b>	<b>\$35,000.00</b>