

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and The Village of Love, LLC, whose address is 490 43<sup>rd</sup> Street, Oakland, CA 94303 (the “**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

A. 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: Alameda Day Center Extended Hours serving unhoused individuals, to compliment Creative Build’s existing Day Center Program. The Provider was selected on a sole source basis due to their expertise working with the unhoused population and direct experience coordinating programs for the targeted population.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Provider desire to enter into an agreement 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 25<sup>th</sup> day of October 2021, and shall terminate on the 30<sup>th</sup> day of June 2022, 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. The 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 A and incorporated herein by this

reference.

b. The total compensation for the work under this Agreement is not to exceed **\$137,194.**

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

Provider and 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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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 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 City's policy and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Provider nor Provider's employee, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any 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, physical disability (including HIV and AIDS), mental disability, 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 violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers (“**Indemnitees**”) from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys’ fees (“**Claims**”), arising from or in any manner connected to Provider’s negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 Indemnities 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 subsections 10A, B, C and D. 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 ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

**A. COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be

named as an additional insured 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.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

**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 his or her designee may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

**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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

**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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda  
Community Development Department  
950 West Mall Square Suite 205  
Alameda, CA 94501  
ATTENTION: Lois Butler  
Ph: (510) 747-6894

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

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

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

City of Alameda  
Community Development Department  
950 West Mall Square Suite 205  
Alameda, CA 94501  
ATTENTION: Annie Cox  
Ph: (510) 747-6893 / [acox@alamedaca.gov](mailto:acox@alamedaca.gov)

**18. SAFETY:**

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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 the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. 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 the 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 City.

**22. 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.

**23. WAIVER:**

A waiver by 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.

**24. INTEGRATED CONTRACT:**

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 City and Provider.

**25. 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.

**26. 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.

**27. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**28. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement 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.

**[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.

Village of Love  
A Limited Liability Company

DocuSigned by:  
*Joey Harrison*  
E2428FBCBA354AC...  
\_\_\_\_\_  
Joey Harrison  
Executive Director

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Eric J. Levitt  
City Manager

DocuSigned by:  
*Jerri Forriest*  
A3B3A3BD28A34C0...  
\_\_\_\_\_  
Jerri Forriest  
Director of Operations

RECOMMENDED FOR APPROVAL

DocuSigned by:  
*Lisa Maxwell*  
03D4CD3888B6458...  
\_\_\_\_\_  
Lisa Maxwell  
Community Development Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
*Brian Whitley*  
2EF62694D26D48C...  
\_\_\_\_\_  
Brian Whitley of Best, Best & Krieger  
Special Council

**EXHIBIT A**

**City of Alameda  
Community Development Department  
Provider Scope of Work**

**PROVIDER:** Village of Love, LLC.  
**PROGRAMS:** Alameda Day Center Extended Hours  
**CLIENTS TO BE SERVED:** Minimum of 30 unduplicated individuals per day  
**CONTRACT AMOUNT:** \$137,194  
**CONTRACT PERIOD:** October 25, 2021 – June 30, 2022

**SCOPE OF WORK:**

**I. Definitions**

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.

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 an 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 shall implement the City of Alameda's Day Center Extended Hours Program serving unhoused individuals, to compliment Creative Build's existing Day Center Program. Under this Agreement, PROVIDER will assume fiscal agent responsibilities and will work in partnership with the Village of Love as its subcontractor to provide direct services to clients, coordinate programs and activities, and operate the Day Center during Extended Hours. As the fiscal agent, PROVIDER will assume budget oversight, evaluation, and reporting responsibilities. At the minimum PROVIDER will ensure that the following service components will be provided:

- a. Serve a minimum of 30 unduplicated individuals per week experiencing homelessness or at-risk of becoming homeless.
- b. Adhere to the Core Principles (Attachment C) 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.
- c. 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.
- d. Develop, coordinate, implement, oversee, and evaluate Day Center operations, programs, and services in coordination with Creative Build's existing Day Center operations. Services many include, but are not limited to, the following: intake, meals, peer support groups, information and referral, case management, care planning, benefits enrollment assistance, showers, recreation and enrichment activities, access to computers, housing navigation, entertainment, etc.
- e. Build collaborative relationships with community-based agencies serving the homeless population in Alameda and coordinate linking clients to programs and services that will help end their homelessness.
- f. Maintain the safety, security, and accessibility of Day Center facilities, grounds, and surrounding areas.
- g. Develop an outreach plan to help clients access the Day Center site and its programs. The plan shall include strategies to ensure that clients get to the Day Center location by providing rides, issuing bus passes, or arranging other means of transportation.
- h. Develop a clearly defined staffing plan and reporting responsibilities to support planned activities and programs.
- i. Operate the Day Center Extended Hours Monday – Friday from 5:00 p.m. to 8:00 p.m. and Saturday and Sunday from 9:00 a.m. to 8:00 p.m., including federal holidays.
- j. Support participants with their health, mental health, housing, and social service needs by coordinating and linking clients to services and resources to help them end their homelessness.
- k. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between the PROVIDER and the CITY.
- l. 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.
- m. Ensure timely and accurate submission of monthly, annual, and other reports requested by the City of Alameda.

- n. PROVIDER agrees to implement and operate the program in accordance with the terms of this agreement and with the terms and conditions 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. Evaluation criteria will include approaches identified by the PROVIDER in its response to the Request for Proposal issued by the CITY.
- 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.

**The Village of Love**  
**Day Center Extended Hours & Weekend Proposed Budget**

**Proposed Budget for Day Center Amended Extended & Weekend Hours: October 2021-June 2022**

Day Center	Amount Per Hour	Number of Hours	Number of weeks	Budget:
Personnel Expenses:				Total
Day Center Evening Supervisor	\$ 23.50	22.5	36	\$19,035
Day Center Associate	\$ 20.00	20	36	\$14,400
Day Center Driver/Outreach	\$ 20.00	20	36	\$14,400
Day Center Intake/Peer Counselor	\$ 20.00	20	36	\$14,400
Day Center Weekend Supervisor	\$ 23.50	16	36	\$13,536
Day Center Associate - Weekend	\$ 20.00	16	36	\$11,520
Day Center Associate - Weekend	\$ 20.00	16	36	\$11,520
Day Center Associate - Weekend	\$ 20.00	8	36	\$5,760
Day Center Associate - Weekend	\$ 20.00	8	36	\$5,760
Day Center Driver/Outreach - Weekend	\$ 20.00	16	36	\$11,520
Estimated Holiday Day Pay for 6 Holidays at time and a half				\$3,000
				Estimated Holiday Pay for 6 Holidays at time and a half
<b>Total Personnel Expenses:</b>				<b>\$124,851</b>
<b>Other Program Expenses:</b>				
Food for Clients	\$ 40.00		36	\$1,440
Uniforms for Employees	\$ 540.00			\$540
Janitorial Supplies	\$ 25.00		36	\$900
Other Client Needs, Temporary Housing, General Supplies	\$ 8,388.00			\$8,388
	\$ 1,075.00			\$1,075
				Misc and office supplies, hygiene, maintenance, etc
<b>Total Other Program Expenses</b>				<b>\$12,343</b>
<b>Total Personnel Expenses:</b>				<b>\$124,851</b>
<b>TOTAL PROPOSED BUDGET:</b>				<b>\$137,194</b>

## **Attachment B Core Principles**

### **Housing First**

According to the webinar *Core Principles of Housing First and Rapid Re-Housing* issued by HUD and the United States Interagency Council on Homelessness (USICH), the Housing First approach is based on the following principles:

1. Housing is safe and affordable;
2. All people can achieve housing stability in permanent housing; supports may look different;
3. Everyone is “housing ready”; and
4. Improved quality of life, health, mental health, and employment can be achieved through housing.

### **Harm Reduction**

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant’s loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

### **Trauma-Informed Care**

Trauma-informed care requires that every part of the program’s design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

### **Cultural Competency, Racial Equity, and Inclusivity**

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and

other intersecting factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement, to policy implementation, and to service delivery procedures and philosophies. The Day Center Extended Hours Program requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity.





**Policy number: 03745159-0**

Underwritten by:  
United Financial Casualty Co.  
Insured:  
THE VILLAGE OF LOVE LLC



Policy Period: 05/27/2021 - 11/27/2021

**Mailing Address**

United Financial Casualty Co.  
PO Box 94739  
Cleveland, OH 44101



## Additional insured endorsement

**1-800-444-4487**

For customer service, 24 hours a day,  
7 days a week

**Name of Person or Organization**

CITY OF ALAMEDA  
950 W MALL SQ  
ALAMEDA, CA 94501

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

**Limit of Liability**

<b>Bodily Injury</b>	\$2,000,000 each <b>person</b> /	\$2,000,000 each <b>accident</b>
<b>Property Damage</b>		\$2,000,000 each <b>accident</b>
<b>Combined Liability</b>		\$2,000,000 each <b>accident</b>

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 03745159-0

Issued to (Name of Insured): THE VILLAGE OF LOVE LLC

Effective date of endorsement: 09/09/2021      Policy expiration date: 11/27/2021



SCOTTSDALE INSURANCE COMPANY®

**CHANGE ENDORSEMENT NO. 1**Policy No. CPS7377811Effective Date 09/07/2021

12:01 A.M. Standard Time

Named Insured THE VILLAGE OF LOVE LLCAgent No. 04072**COVERAGE PART INFORMATION**—Coverage parts affected by this change as indicated by  below:

- |  |      |
|--|------|
| <input type="checkbox"/> Commercial Property                     |      |
| <input checked="" type="checkbox"/> Commercial General Liability | 0.00 |
| <input type="checkbox"/> Commercial Crime                        |      |
| <input type="checkbox"/> Commercial Inland Marine                |      |
| <input type="checkbox"/> Commercial Liquor Liability             |      |
| <input type="checkbox"/> OCP Liability                           |      |

**CHANGE DESCRIPTION**

In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.

Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (OCP) added with City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers  
Form CG 20 12, 12-19, ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS is added to policy.

**PREMIUM CHANGE**

Additional \$ 0.00

Return \$ 0.00



## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7377811 Effective Date 09/07/2021

12:01 A.M. Standard Time

Named Insured THE VILLAGE OF LOVE LLC Agent No. 04072

### COMMON POLICY

UTS-244L	06-92	CHANGE ENDORSEMENT FORM
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS

### COMMERCIAL LIABILITY

GLS-104L	06-92	SCHEDULE OF GENERAL LIABILITY CHANGES
CG 20 12	12-19	ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS



POLICY NUMBER: CPS7377811

COMMERCIAL GENERAL LIABILITY  
CG 20 12 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AND  
VOLUNTEERS 950 W MALL SQUARE ALAMEDA CA 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Policy number: 03745159-0**

Underwritten by:  
Progressive Express Insurance Co.  
Insured:  
THE VILLAGE OF LOVE LLC



Policy Period: 03/27/2021 - 11/27/2021

**Mailing Address**

Progressive Express Insurance Co.  
PO Box 94739  
Cleveland, OH 44101



## Additional insured endorsement

**Name of Person or Organization**

CITY OF ALAMEDA  
950 W. MALL SQUARE  
ALAMEDA, CA 94501

**1-800-444-4487**

For customer service, 24 hours a day,  
7 days a week

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

**Limit of Liability**

<b>Bodily Injury</b>	\$25,000 each <b>person/</b>	\$50,000 each <b>accident</b>
<b>Property Damage</b>		\$15,000 each <b>accident</b>
<b>Combined Liability</b>		each <b>accident</b>

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 03745159-0

Issued to (Name of Insured): THE VILLAGE OF LOVE LLC

Effective date of endorsement: 09/07/2021      Policy expiration date: 11/27/2021

Progressive  
P.O. Box 94739  
Cleveland, OH 44101

1-800-895-2886



**Policy number: 03745159-0**

Underwritten by:  
Progressive Express Ins  
September 9, 2021  
Page 1 of 2

# Certificate of Insurance

**Certificate Holder**

Additional Insured  
CITY OF ALAMEDA  
950 W. MALL SQU  
ALAMEDA, CA 94501

**Insured**

THE VILLAGE OF LOVE LLC  
490 43RD ST  
OAKLAND, CA 94609

**Agent/Surplus Lines Broker**

PROG COMMERCIAL  
PO BOX 94739  
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: May 27, 2021

Policy Expiration Date: Nov 27, 2021

**Insurance coverage(s)**

**Limits**

Bodily Injury/Property Damage

\$2,000,000 Combined Single Limit

Uninsured/Underinsured Motorist

\$25,000/\$50,000

**Description of Location/Vehicles/Special Items**

**Scheduled autos only**

2008 FORD E350 SUPER DUTY 1FDWE35L08DA26355

Medical Payments

\$5,000

Comprehensive

\$500 Ded

Collision

\$500 w/Waiver Ded

**Policy number: 03745159-0**

Page 2 of 2

**Certificate number**

25221A15159

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be "K. P. M.", is written over a light gray rectangular background.

Form 5241 (10/02)