

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ___ day of December, 2024, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and THE VILLAGE OF LOVE FOUNDATION a California non-profit corporation, whose address is 490 43rd Street, Oakland, CA 94609, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On September 29, 2022, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$1,447,984 for Emergency Supportive Housing.

B. On February 22, 2023, the original agreement was amended by and between the City and Provider (hereinafter "First Amendment") with additional compensation not to exceed \$643,338 for services rendered during the added contractual term between October 1, 2022, through September 30, 2024, and with a total aggregate compensation not to exceed \$2,091,322.

C. On October 3, 2024, the Second Amendment was amended by and between the City and Provider (hereinafter "Second Amendment") with no additional compensation for services rendered during the added contractual term between October 1, 2022, through December 31, 2024, and with a total aggregate compensation not to exceed \$2,091,322. Collectively, the Service Provider Agreement, as amended by the First Amendment and Second Amendment shall be referred to herein as the "Agreement".

D. Whereas, the City Council authorized the City Manager to execute this amendment on September 20, 2022.

E. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 1st day of October 2022, and shall terminate on the 31st day of December 2025, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

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-1 and all original contract attachments as requested. The Provider acknowledges that the work plan included in Exhibit A-1 and all original contract attachments is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th 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-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B-1.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment and Second Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the Third Amendment, covering services performed during the period between October 1, 2022, through December 31, 2025, at the hourly rates set forth in Exhibit B-1 of the Third Amendment. Compensation for services performed pursuant to the Third Amendment shall not exceed \$553,171.36. Total Compensation for this Agreement shall not exceed \$2,644,493.36.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

THE VILLAGE OF LOVE FOUNDATION
a non-profit corporation

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:
Joey Harrison
E2428EFCBA354AC

Joey Harrison
Executive Director

Jennifer Ott
City Manager

Signed by:
Albert Burns
964B5CC1B7A54F4...

Albert Burns
Chief Financial Officer

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-1

**City of Alameda
Housing and Human Services
Provider Scope of Work**

PROVIDER: The Village of Love Foundation (VOL)
PROGRAM: Emergency Supportive Housing
CLIENTS TO BE SERVED: 16 to 24 Participants of Emergency Supportive Housing
HOURS TO BE SERVED: 24 hours a day, 7 days a week
CONTRACT AMOUNT: \$2,644,493.36
CONTRACT PERIOD: October 1, 2022 – December 31, 2025

SCOPE OF WORK:

I. Definitions

Emergency Housing Support: defined as a City resourced non-congregate housing solution for individuals and families in need of a fixed, regular, and adequate night-time residence.

Harm Reduction: Intentional practices and services coupled with public health policies designed to lessen negative impact social and physical consequences while promoting access to supportive services regardless of participation in various legal and illegal human behaviors. This includes substance abuse but is not limited to such activities.

Case Management: defined as an activity that guides, supports, and provides options for further services for individuals with focus on client identified housing goals and assistance with navigating the systems for achieving positive housing outcomes. Case Management includes assessment, referrals, navigation, and advocacy. Activity occurs primarily in the home but will also consist of assistance with residents in their natural environments as needed. This activity will be tracked by number of hours spent working directly or indirectly with residents per month.

II. Services to be Provided

Village of Love (VOL) will work in partnership with Housing and Human Services Division (HHS) to implement a service development plan and follow and withhold the guidelines in the plan to ensure optimal services and support are provided to clients utilizing the Emergency Supportive Housing program.

PROVIDER shall provide 24 hour a day, seven day a week support services to up to 24 unduplicated homeless individuals per month in the City of Alameda. Services will be available 24-hours inclusive of awake overnight staffing.

Village of Love will provide services in accordance with the Housing First philosophy including harm reduction and trauma informed services. Intakes will be accepted through a collaborative referral process led by the City of Alameda. All referrals will be approved by the assigned City of Alameda Program Manager who will make the final decision on acceptance into the program.

The following general services and supports will be provided to participants in Emergency Supportive Housing (ESH):

1. Provide essential needs including shelter with beds, access to clean running water, electricity, clean operational restrooms, drinking water, and hot meals.
2. A physically and emotionally safe and secure housing environment with individual private rooms or rooms with up to one roommate.
3. Single adult households will have 24-hour on-site monitors. The family program will have access to 24-hour staff support. Families will be provided with on-call contact for urgent non-life-threatening needs.
4. Clean and sanitary environment indoors and outdoors. The site will be cleaned on a regular basis, cleared of clutter, grass and outdoor plants will be cut and groomed. Housing staff will provide training to participants to support with maintaining the facilities.
5. On-site case management, housing navigation, and mental health services with dedicated ESH staff.
6. Facility management support in partnership with the City of Alameda property management company ensuring the facilities remain in good condition with operational appliances.
7. Adhere to the Core Principles (Attachment 1).
8. Providing move in and move out policies (Attachment 2) and 6-12 months of aftercare support as appropriate
9. Log daily and overnight check-ins when completed with homes and residents.
10. Support and ensure clients act as good neighbors and tenants. (Attachment 3).
11. Collect and save 30% of client's income and render the funds upon discharge from the program. VOL will support participants exiting to permanent housing with savings. The goal is for participants to save 3-months in rent to support housing retention. VOL will keep a formal and accurate accounting of all monies received from participants and rendered back to participants. VOL will issue receipts for money received and ensure clients sign a form confirming funds have been returned upon exit.
12. Provide on-site mental health support services. Services will be strongly encouraged and available, at a minimum, weekly per household. Mental health support services will include support for clients engaging at the Day Center slated with potential referral to ESH. Services will also include mental health group sessions provided at the ESH houses and the Day Center.
13. Ensure beds remain occupied. Beds will be turned over within a reasonable time frame. Single-adult household beds will be turned over and available for intake within 48 hours.

When extreme damage has been caused, turnover will occur within two weeks. Family houses will be turned over within two weeks. Any extensions must be approved in writing by the City assigned Program Manager.

INTAKE PROCESS

- i. Receive and accept referrals from the assigned City of Alameda Program Manager as approved and listed on the shared referral list.
- ii. Low barrier judgement free client screening and intake processes in accordance with housing first leading to participant selection regardless of sobriety, financial history, rental history, or criminal convictions beyond registered sex-offenders.
- iii. A minimum of three attempts will be made to contact referrals. Once contacted, referrals will have five business days to move in. VOL will actively work to contact and support referrals with the intake and move-in process. This includes working in coordination with the referring agency and partner organizations as needed. If these conditions are not met by the potential client, VOL will notify city staff and move on to the next client on the referral list.
- iv. Utilize harm reduction and motivational interviewing skills to build trust, engage and support clients with priority and basic needs or emergency situations – food, health, income, transportation, etc.
- v. Clearly review program rules and expectations with a supportive lens and ensure all clients understand and sign program agreement documents.
- vi. Identify and establish communication links with and for clients – phone/cell phone, mailing address, e-mail, meeting locations, and social support contacts.
- vii. Provide psychological/emotional preparation and support for clients around obtaining housing – realistic expectations of wait times, realistic expectations of housing options within budget, addressing fears/ambivalence of being housed, addressing unhealthy coping behaviors that could disrupt housing, education of and alignment to good neighbor policies, tenant obligations, conflict resolution preparation, etc.

CASE MANAGEMENT AND HOUSING NAVIGATION

- i. On-site Case Management and Housing Navigation services will be provided a minimum of one-time per week including holiday weeks. Case Management services are considered mandatory, however missing meetings will not automatically lead to discharge from the program.
- ii. Develop individualized service plans that include housing plans based on individual preference with realistic available resources.
- iii. Work collaboratively with community service provider organizations to connect clients to supportive services. This includes, at minimum, building partnerships with Alameda County Housing and Homeless Services, Alameda County Social Services Agency – Public Benefits, IHOT – Bonita House, Alameda Family Services, Alameda Health System, local churches, non-profit organizations, local street outreach teams and housing navigation teams.

- iv. Bridge clients to permanent housing solutions and support clients no less than six months post-move out date.
- v. Support with becoming document ready including obtaining a California ID, Social Security card and/or other documents needed to be housed
- vi. Support with transportation and hands on support with obtaining necessary documents including escorting clients to appointments and visits to provide support and direct advocacy support with housing, landlord liaison support, and social security insurance advocacy.
- vii. Ensure all clients are enrolled in the Coordinated Entry System within 72 hours of intake.
- viii. Explore reunification options and utilize flex funds as appropriate to support reunification with family and close friends.
- ix. Provide flexible funding as appropriate to support with employment and education opportunities as well as move-in expenses including deposits and immediate needs such as furniture and kitchenware. County resources should be sought prior to utilizing flex funds.
- x. Support with acquiring and increasing income including workforce training, job search support, and Supplemental Security Income (SSI) advocacy.
- xi. Support with life skills training leading to successful independent living without recidivism. Training includes financial development, cooking skills, work life balance, mental health support, cleaning/housekeeping, communication skills, reintegration into society, and other training deemed supportive.
- xii. Link clients with resources specific to their needs – domestic violence support, counseling, educational support, job coaching, legal services, healthcare, etc.
- xiii. Enter detailed case notes in HMIS after each formal client-staff interaction.

DATA AND POLICIES ON FILE

- Retain client program agreements for minimum of five years;
- HMIS enrollment within 24 hours of intake;
- HMIS client data updates entered within 48 hours;
- All exits recorded as a known destination;
- Unknown exits will be recorded as exits to homelessness;
- Retain and maintain a Release of Information (ROI) document on file;
- A listing of emergency contacts per client;
- Orientation of available community-based services and resources;
- Good neighbor policy briefing and signoff;
- Neighborhood noise ordinances;
- Housekeeping expectations;
- House Rules;
- Explicit agreement of non-use of existing fireplaces where applicable.
- Egress and roof access safety plans;
- Grievance policy and procedures; and

- Visitor log.

COORDINATED SERVICES

1. Actively participate in the City's Coordinated Outreach Team (COT) and the Collaboration Advancing Resources, Efforts, and Supports (CARES Team) for Alameda's Homeless and its activities, including, but not limited to, the following:
 - Attending regular meetings.
 - Serving on workgroups and subcommittees.
 - Participating in the Dine and Connect planning meetings.
 - Participating in the planning and implementation of Alameda's Homeless Emergency Aid Program activities.
2. Serve as a core member of the Coordinated Outreach Team, which will focus on client case conferencing, service coordination with other providers, and response coordination to support clients. Activities include, but are not limited to, the following:
 - Attending regular case conferencing meetings.
 - Coordinating intervention response with Coordinated Outreach Team members.
3. Collaborate and coordinate with the local Housing Resource Center operated by Building Futures for Women and Children.
4. Engage in the Oakland/Berkely/Alameda County Continuum of Care by joining a committee or attending regular meetings. Appropriate meetings should be discussed with City staff.
5. Regular and ongoing attendance at the Alameda County Monthly HMIS Coordinated Entry Q&A Session.

III. **Program Evaluation and Reporting Requirements**

As a provider of services or housing to homeless and at-risk households in Alameda, PROVIDER shall participate in the system-wide Initiative to Measure Success and Report Outcomes and adhere to the Compliance and Reporting Guidance of the State and Local Fiscal Recovery Funds (Attachment 4).

- a. PROVIDER shall collect required information on clients and services provided and enter data into the Alameda County HMIS system within 48 hours of receipt of information; intake data will be entered within 24 hours.
- b. At a minimum, PROVIDER shall submit in its quarterly report the following metrics:
 - i. Number of clients served, duplicated and unduplicated numbers.
 - ii. Number of meetings in the home, office, and natural environments with clients. Note any appointments missed by the client.
 - iii. Description of services provided and number of people receiving services.
 - iv. Description of progress on goals.
 - v. Year to date Annual Performance Report (APR)

- vi. Total number of program exits and number of exits to permanent housing and number of exits to homelessness.
- c. PROVIDER shall submit an end of year report with the following metrics:
 - a. All of the metrics submitted in the quarterly reports and,
 - b. The average length of stay of each individual based on the APR.
 - c. Year to date demographic report
 - d. Narrative describing programmatic challenges including suggested areas of improvement and success stories.
- d. INVOICING
 - a. Invoices will be submitted monthly no later than 12 days into the following month.
 - b. Request to amend the budget will be submitted in writing by way of a budget modification request. The request will include narrative on why the change is being requested and a spreadsheet that includes a column with the last approved budget, a column with the requested changes showing increases and decreases in specific line items, and a column with new totals for each line item.
 - c. Relevant organizational staff will attend any invoicing trainings provided by the City and follow invoicing instructions as provided by the City in writing.

IV. Outcomes

- a. Less than 10% of exits will be to homelessness including emergency shelter exits.
- b. 70% or more of exits will be to permanent housing.

EXHIBIT B-1

The Village of Love Foundation Emergency Supportive Housing Proposed Budget for January 1, 2025- December 31, 2025.				
Key Personnel Expenses:	Pay Rates	Pay Break Allocation	Holiday Pay @ 1 1/2 X Pay Rate x 6 Holidays	Total Salary
Executive Director	\$135,200.00	.10 FTE	Included	\$13,520.00
Regional Director	\$105,000.00	.10 FTE	Included	\$11,000.00
Adminstration	\$42,640.00	.5 FTE	Included	\$42,640.00
Mental/Behavioral Health Clinician	\$133,286.00	1.0 FTE	Included	\$133,286.00
Facilities & Staff Manager	\$35.00	per hour x 40 hrs/week x 52 weeks	\$2,520.00	\$75,320.00
House Manager	\$35.00	per hour x 40 hrs/week x 52 weeks	\$2,520.00	\$75,320.00
Case Manager	\$29.00	per hour x 40 hrs/week x 52 weeks	\$2,088.00	\$62,408.00
Housing monitor/afternoon-Single Occupancy # 1	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,512.00	\$45,192.00
Housing monitor/overnight- Single Occupancy # 1	\$22.00	per hour x 16 hrs/week x 52 weeks	\$1,584.00	\$47,344.00
House monitor/ weekend morning- Single Occupancy # 1	\$21.00	per hour x 16 hrs/week x 52 weeks	\$1,512.00	\$18,984.00
House monitor/ weekend afternoon- Single Occupancy # 1	\$21.00	per hour x 16 hrs/week x 52 weeks	\$1,512.00	\$18,984.00
House monitor/Overnight- Single Occupancy # 1	\$22.00	per hour x 40 hrs/week x 52 weeks	\$1,584.00	\$19,888.00
Housing monitor/afternoon- Single Occupancy # 2	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,512.00	\$45,192.00
Housing monitor/overnight- Single Occupancy # 2	\$22.00	per hour x 16 hrs/week x 52 weeks	\$1,584.00	\$47,344.00
House monitor/ weekend morning- Single Occupancy # 2	\$21.00	per hour x 16 hrs/week x 52 weeks	\$1,512.00	\$18,984.00
House monitor/ weekend afternoon-Single Occupancy # 2	\$21.00	per hour x 16 hrs/week x 52 weeks	\$1,512.00	\$18,984.00
House monitor/ Overnight- Single Occupancy # 2	\$22.00	x 52 weeks	\$1,584.00	\$19,888.00
Total Personnel Expenses			\$19,440.00	\$675,406.00
Other Personnel Expenses				
Fringe Benefits @ 28%				\$189,113.68

Uniforms	\$50/ea @ 2 per Employee	\$1,400.00
Staff Training, Development & Certification		\$18,020.00
Total Other Personnel Expenses		\$208,533.68
Program Expenses		
Food for Clients at Single occupancy Houses 1 & 2	\$350/Week X 52 Weeks	\$18,200.00
Office Supplies		\$2,836.88
Program Supplies (Events & Education)		\$6,500.00
Cleaning Supplies (Laundry, soap, etc)		\$3,800.00
Utilites		
Landscaping- Single Occupancy House 1 & 2, Family House 1 & 2 (\$200 Month per house)		\$9,600.00
Trash/Water/Gas/ Electric (Est. \$1,000 per house)		\$48,000.00
Cable / WIFI @ \$400/mo (Single Occupancy House 1 & 2, Family House 1 & 2)		\$4,800.00
Phone @ \$50/mo x 3 Staff (12mo)		\$1,800.00
Total Program Expenses		\$95,536.88
	Total Personnel Expenses	\$675,406.00
	Total Other Personnel	\$208,533.68
	Total Program Expenses	\$95,536.88
	Indirect 10%	\$97,947.66
	Total Budget	\$1,077,424.22

Estimated Contract Balance: \$524,252.86
3rd Amendment: \$553,171.36