SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 29thday of september, 2022 ("Effective Date"), by and between the CITY OF ALAMEDA, and The Village of Love Foundation, a non-profit corporation, whose address is 490 43rd Street, Oakland, CA 94609, (hereinafter "Provider"), is made with reference to the following:

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: Emergency Supportive Housing. City staff reached out to the service providers on the City's bidders list interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. 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. The City and Provider desire to enter into an agreement for emergency supportive housing, 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. $\underline{\text{TERM}}$:

The term of this Agreement shall commence on the 1st day of October 2022, and shall terminate on the 30th day of September 2024, 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. The City is authorizing a combination of McKinney-Vento supportive services, homeless prevention services, and Housing Counseling Services.

3. COMPENSATION TO PROVIDER:

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 and incorporated herein by this reference.

VILLAGE OF LOVE 1 Version 12-01-21

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 \$1,447,984. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.
- c. In compliance with the American Rescue Plan Act funding requirements, all funds must be encumbered by the end of 2024 and spent by the end of 2026 as set forth in Exhibit C.

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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

VILLAGE OF LOVE 2 Version 12-01-21

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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. <u>INSURANCE</u>:

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) 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

VILLAGE OF LOVE 3 Version 12-01-21

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.

(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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, 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, 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 occurrence

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.

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.

c. ADDITIONAL INSUREDS:

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).

E. 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.

11. <u>CONFLICT OF INTEREST</u>:

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. Additionally, Provider shall be subject to the conflict of interest provisions set forth in 24 Code of Federal Regulations Section 92.356.

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 transferce 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 <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into

VILLAGE OF LOVE 6 Version 12-01-21

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.
- d. In addition to the reporting provisions included herein, Provider shall comply with applicable law, guidance (including the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds issued by the Department of the Treasury, and other requirements imposed from the funding source, as may be amended from time to time.

16. <u>RECORDS</u>:

- 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, shall be kept in a secured location, 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 five (5) 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.

VILLAGE OF LOVE 7 Version 12-01-21

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 Community Development Department 950 West Mall Square, Room 205 Alameda, CA 94501 ATTENTION: Lois Butler

Ph: (510) 747-6894

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

The Village of Love Foundation

490 43rd Street

Oakland, CA 94609

ATTN: Joey Harrison, Executive Director

Ph: (510) 313-1794

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

City of Alameda

Community Development Department

950 West Mall Square, Room 205

Alameda, CA 94501

ATTENTION: Danielle Sullivan

Ph: (510) 747-6898 / 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. <u>TERMINATION</u>:

- 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 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 attorney's 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. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. [See Certification of Compliance attached.]

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. <u>INTEGRATED CONTRACT</u>:

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. <u>CAPTIONS</u>:

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. <u>NONDISCRIMINATION – FEDERAL REQUIREMENTS</u>:

- 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:
- A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - B. Selection for training, including interns and apprentices.
- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.
- (v) 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:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

- (i) 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.
- (ii) 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.

VILLAGE OF LOVE 12 Version 12-01-21

(iii) 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.

B. 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:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

32. <u>RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:</u>

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

[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 non-profit corporation

---- DocuSigned by:

Jory Harrison

Joey Harrison

Executive Director

CITY OF ALAMEDA a municipal corporation

--- DocuSigned by:

Nancy Bronstein

Nancy Bronstein

Interim City Manager

-DocuSigned by:

Jerri Fornist

Jerri Forriest

Director of Operations

RECOMMENDED FOR APPROVAL

- DocuSigned by:

lisa Maxwell

Lisa Maxwell

Community Development Director

APPROVED AS TO FORM:

City Attorney

-- DocuSigned by:

Ler Aslanian

Len Aslanian

Assistant City Attorney

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

	8/30/2022		
THE VILLAGE OF LOVE FOUNDATION	Date:		
DocuSigned by:			
Joey Harrison			
By: Joey Harrison			
Its: Executive Director			

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

EXHIBIT A

City of Alameda Community Development Department Provider Scope of Work

PROVIDER: The Village of Love Foundation (VOLF)

PROGRAM: Emergency Supportive Housing

CLIENTS TO BE SERVED: 14 to 19 Residents of Emergency Supportive Housing

HOURS TO BE SERVED: 24 hours a day, 7 days a week

CONTRACT AMOUNT: \$1,447,984

CONTRACT PERIOD: October 1, 2022 – September 30, 2024

SCOPE OF WORK:

I. Definitions

<u>Emergency Housing Support:</u> defined as a City resourced housing solution for individuals and families in need of a fixed, regular, and adequate nighttime residence.

<u>Harm Reduction:</u> defined as a philosophy that recognizes drug and/or alcohol use as a part of some clients' lives. Harm Reduction emphasizes relationship building with clients, client-focused services, motivational interviewing, incremental change, and a non-authoritative or punitive approach to case management.

<u>Case Management</u>: 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

PROVIDER shall provide 24 hour a day, seven day a week support services to up to 19 unduplicated homeless individuals per month in the City of Alameda. Services will be available 24-hours inclusive of awake overnight staffing.

a. Harm Reduction services that will be provided to clients include the following:

- i. Responding to client's priority felt need or emergency situations food, health, income, transportation, etc.
- ii. Utilizing harm reduction and motivational interviewing skills to build trust and engage clients around priority and basic needs or emergency situations food, health, income, transportation, etc.
- iii. Providing encouragement and support, inclusive of supplying cleaning supplies, to maintain a clean and safe home environment.
- iv. Developing rapport and building an ongoing relationship with clients via regular and consistent contact.
- v. Establishing communication links with and for clients phone/cell phone, mailing address, c-mail, meeting locations, social support contacts.
- vi. Providing psychological/emotional preparation and support for clients around obtaining housing realistic expectations of wait times, realistic expectations of housing options within budget, remaining hopeful, 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.
- vii. Log daily and overnight check-ins when completed with homes and residents.
- viii. Adhere to the Core Principles (Attachment 1).

b. Housing First Approach:

- i. Provide short and long-term supportive housing in a family home environment.
- ii. Low barrier client screening and intake processes leading to tenant selection regardless of sobriety, financial history, rental history, or criminal convictions.
- iii. Working collaboratively with community service provider organizations to serve and bridge clients to Emergency Supportive Housing.
- iv. Bridging clients to permanent housing solutions and supporting clients no less than six months post-move out date.
- v. Establishing and enforcing moving in and moving out policies (Attachment 2).

c. Linkages:

- i. Help link clients with clinical care management and other service resources as needed and desired.
- ii. Help link clients with public benefits, including income supports and health insurance.
- iii. Help link clients with appropriate health care services primary care, behavioral health, dental, etc. based on their expressed needs and priorities.
- iv. Help link clients with appropriate legal resources homeless earing court, record expungement services, and probation housing resources.
- v. Help link clients with resources specific to their needs domestic violence support, counseling, educational support, job coaching, etc.
- vi. Help clients move toward financial stability by connecting them with programs and/or subsidies for things like past utility bill payoffs.

- vii. Provide transportation assistance in the form of bus tickets or via cab or companion public transportation to assist clients in making linkages to benefits and services.
- viii. Accompany clients to appointments, as needed, to obtain benefits and services.
- d. Case Management: Home-Based, Office-Based, and Natural Environment-Based:
 - i. Provide Home-Based services to clients in three City-owned homes on Alameda Point
 - ii. Home-Based case management will take place exclusively in the client's home no less than four separate meetings per month.
 - iii. Establishing a move-in agreement process that includes, but is not limited to:
 - HMIS enrollment.
 - Necessary Release of Information (ROI) documentation,
 - Inventory of documentation necessary for permanent housing,
 - Mapping of existing support system and services,
 - A listing of emergency contact names and numbers,
 - Orientation of available community-based services and resources,
 - Good neighbor policy briefing and signoff,
 - Neighborhood noise ordinances,
 - Housekeeping expectations,
 - Process of development of House Rules with residents,
 - Explicit agreement of non-use of existing fireplaces where applicable,
 - Egress and roof access safety issues, and
 - Grievance policy and procedures.
 - iv. Provide Office-Based services:
 - Face-to-face engagement/interaction no less than one time a month.
 - Focusing on housing goals and assistance with navigating the systems for achieving positive housing outcomes provided from the PROVIDER'S central offices on a drop-in or appointment basis. Engaging clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
 - Assessing client needs, make relevant referrals, provide support in navigating various systems, connecting clients with various resources, and advocating for addressing client needs.
 - Establishing short and long-term client selected goals.
 - Supporting client identified goals and road mapping of steps toward achievement.
 - Creating a savings plan with clients to ensure financial stability, if achievable, upon move out.
 - Office-Based Case Management will include all applicable components of Home-Based services described within this PROVIDER Scope of Work.
 - v. Natural Environment-Based:

- Assisting clients in their natural environments like school, medical settings, and work as needed with the expressed purpose of achieving client goals and navigating systems.
- vi. Establishing and/or adoption of a good neighbor policy.
- vii. Counseling and enforcement of move-in agreement and good neighbor policy.

c. Housing Preparation Work:

- i. Assess clients to address housing histories and barriers positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
- ii. Get to know members or potential members of the client's household including pets and companion animals.
- iii. Assess for potential to reconnect with family/friends for housing.
- iv. Assess eligibility for permanent housing resources deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
- v. Assess the client's financial and resources situation and potential budget for housing help with income and benefits acquisition, develop plan to save funds for costs associated with moving to permanent housing.
- vi. Help clients create tenant resumes gather appropriate documentation including I.D., SS cards, proof of citizenship, child custody, and other key information to use on housing applications.
- vii. Help identify and refer Home Stretch eligible clients to the Home Stretch registry.
- viii. Support and encourage clients to act as good neighbors and tenants. (Attachment 3).

f. Coordinated Services:

- i. Actively participate in the City's Homeless Outreach Team (HOT)/Collaboration Advancing Resources, Efforts, and Supports (CARES) 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
- ii. 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

- iii. Collaborate and coordinate with the Housing Resource Center.
- iv. Administer follow-up surveys to help improve service delivery and program effectiveness of the City of Alameda's Emergency Supportive Housing services program.
- v. Ensure timely submission of monthly, annual, and other reports as requested by the City of Alameda.
 - Submit monthly reports by the 10th of the month for services provided the prior month.
 - Submit a final narrative report 15 days after the anniversary of the contract and 15 days after completion of the contract.

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 or, if exempted from participation, training and technical assistance will be provided to utilize the system.
- b. At minimum, PROVIDER shall submit in its monthly 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.
 - iii. Description of services provided and number of people receiving services.
 - iv. Description of progress on goals.
- c. PROVIDER shall receive periodic system-level and collaboration processes, which may include, but not limited to:
 - i. Homestretch/Coordinated Entry Processes.
 - ii. Collaborative meetings with the City of Alameda and any other community partners as requested by City staff.

Exhibit B

-			get for October 1, 2022 to September 3		<u> </u>	
Personnel Expenses:	Pay Rates	Pay Break Allocation	Holiday Pay @ 1 1/2 X Pay Rate x 6 Holidays	Salary	Payroll Taxes/Fees @ 25%	Total Budge
Executive Director	\$120,120.00	.05 FTE	Included	\$6,006.00	\$1,501.50	\$7,507.50
Regional Director	\$41,600.00	.295 FTE	Included	\$12,272.00	\$3,068.00	\$15,340.00
Supervisor	\$27.00	per hour x 40 hrs/week x 52 weeks	\$1,800.00	\$57,960.00	\$14,490.00	\$72,450.00
Housing Monitor - Morning	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,440.00	\$45,120.00	\$11,280.00	\$56,400.00
lousing Monitor - Afternoon	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,440.00	\$45,120.00	\$11,280.00	\$56,400.00
Housing Monitor- Overnight	\$22.00	per hour x 40 hrs/week x 52 weeks	\$1,512.00	\$47,272.00	\$11,818.00	\$59,090.00
lousing Monitor - Weekend - Morning	\$21.00	per hour x 16 hrs/week x 52 weeks		\$17,472.00	\$4,368.00	\$21,840.00
lousing Monitor - Weekend - Afternoon	\$21.00	per hour x 16 hrs/week x 52 weeks		\$17,472.00	\$4,368.00	\$21,840.00
Housing Monitor - Weekend - Evening	\$22.00	per hour x 16 hrs/week x 52 weeks		\$18,304.00	\$4,576.00	\$22,880.00
Case Manager	\$43.00	per hour x 40 hrs/week x 52 weeks	\$2,664.00	\$92,104.00	\$23,026.00	\$115,130.00
Total Personnel Expenses			\$8,856.00	\$353,096.00	\$88,274.00	\$448,877.50
nsurance Expenses:						\$10,639.88
Other Program Expenses:						
ood for Clients		\$250/Week X 52 Weeks				\$13,000.00
Jniforms for Employees		2 EA per EE @ \$60 ea	\$120 X 8 Employees			\$960.00
Janitorial Supplies		\$35/Week X 52 Weeks	, ,			\$1,820.00
				Total Other Program Expenses:		\$15,780.00
Relocation Expenses						
Relocation of Client		\$10,000 Per Household	8 Households	Total Relocation Expenses		\$80,000.00
Hygiene Supplies						
Toothbrush / Toothpaste / Bath Soap / Deodorant etc						
		\$50/Month X 12 Months				\$2,600.00
				Total Hygiene Supplies		\$2,600.00
Jtilities				Total Utilities per home		\$12,148.00
				Total Utilities for Three Homes		\$36,444.00
lisc./Landscaping		\$150/Month X 12 Months	\$1800 per House			\$1,800.00
				Total Landscaping for Three Homes		\$5,400.00
				Total Personnel Expenses		\$448,877.50
				Total Insurance Expenses:		\$10,639.88
				Total Other Program Expenses:		\$15,780.00
				Total Relocation Expenses		\$80,000.00
				Total Hygiene Supplies		\$2,600.00
				Total Utilities		\$36,444.00
				Total Landscaping		\$5,400.00
				Additional cost for direct service per house	\$5,000	\$10,000.00
				VOL Admin Cost 15%		\$91,461.21
			Total Pro	oposed Budget For Supportive Emergency Housi	ing Year 1	\$701,202.5
				Budget For Supportive Emergency Housing Yea		\$746,780.7
			. Starroposea	TOTAL TWO YEAR COST for Three (3) Homes	(\$1,447,983.

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 22nd day of February, 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and The Village of Love Foundation a California non-profit whose address is 490 43rd Street, Oakland, CA 94609, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

- A. On 29th day of September, 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. 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 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 <u>Exhibit B-1</u> 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 <u>Exhibit B-1</u>.
- b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the First Amendment, covering services performed during the period October 1, 2022 through September 30, 2024, at the hourly rates set forth in Exhibit B-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$643,338. Total Compensation for this Agreement shall not exceed \$2,091,322.
- 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 have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

THE VILLAGE OF LOVE FOUNDATION a non-profit corporation	CITY OF ALAMEDA a municipal corporation			
Jory Harrison Joey Harrison Executive Director	Junifer Off Jennifer Ott City Manager			
Jun Fornist A3B3A3BD28A34C0 Jerri Forriest Director of Operations	RECOMMENDED FOR APPROVA Docusigned by: Lisa Maxwell Community Development Director			
	APPROVED AS TO FORM: City Attorney Docusigned by: Let Aslanian Assistant City Attorney			

EXHIBIT A

(Revised)

City of Alameda Community Development Department Provider Scope of Work

PROVIDER: The Village of Love Foundation (VOL)

PROGRAM: Emergency Supportive Housing

CLIENTS TO BE SERVED: 19 to 26 Residents of Emergency Supportive Housing

HOURS TO BE SERVED: 24 hours a day, 7 days a week

ORIGINAL CONTRACT

AMOUNT: \$1,447,984 **AMENDMENT AMOUNT:** \$643,338

TOTAL CONTRACT

AMOUNT: \$2,091,322

CONTRACT PERIOD: October 1, 2022 – September 30, 2024

SCOPE OF WORK:

I. Definitions

<u>Emergency Housing Support:</u> defined as a City resourced housing solution for individuals and families in need of a fixed, regular, and adequate nighttime residence.

<u>Harm Reduction</u>: defined as a philosophy that recognizes drug and/or alcohol use as a part of some clients' lives. Harm Reduction emphasizes relationship building with clients, client-focused services, motivational interviewing, incremental change, and a non-authoritative or punitive approach to case management.

<u>Case Management</u>: 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

PROVIDER shall provide 24 hour a day, seven day a week support services to up to 26 unduplicated homeless individuals per month in the City of Alameda. Services will be available 24-hours inclusive of awake overnight staffing.

- a. Harm Reduction services that will be provided to clients include the following:
 - i. Responding to client's priority felt need or emergency situations food, health, income, transportation, etc.
 - ii. Utilizing harm reduction and motivational interviewing skills to build trust and engage clients around priority and basic needs or emergency situations food, health, income, transportation, etc.
 - iii. Providing encouragement and support, inclusive of supplying cleaning supplies, to maintain a clean and safe home environment.
 - iv. Developing rapport and building an ongoing relationship with clients via regular and consistent contact.
 - v. Establishing communication links with and for clients phone/cell phone, mailing address, e-mail, meeting locations, social support contacts.
 - vi. Providing psychological/emotional preparation and support for clients around obtaining housing realistic expectations of wait times, realistic expectations of housing options within budget, remaining hopeful, 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.
 - vii. Log daily and overnight check-ins when completed with homes and residents.

b. Housing First Approach

- i. Provide short and long-term supportive housing in a family home environment.
- ii. Low barrier client screening and intake processes leading to tenant selection regardless of sobriety, financial history, rental history, or criminal convictions.
- iii. Working collaboratively with community service provider organizations to serve and bridge clients to Emergency Supportive Housing.
- iv. Bridging clients to permanent housing solutions and supporting clients no less than six months post-move-out date.
- v. Establishing and enforcing moving-out policies.

c. Linkages

- i. Help link clients with clinical care management and other service resources as needed and desired.
- ii. Help link clients with public benefits, including income support and health insurance
- iii. Help link clients with appropriate health care services primary care, behavioral health, dental, etc. based on their expressed needs and priorities.

- iv. Help link clients with appropriate legal resources homeless caring court, record expungement services, and probation housing resources.
- v. Help link clients with resources specific to their needs domestic violence support, counseling, educational support, job coaching, etc.
- vi. Help clients move toward financial stability by connecting them with programs and/or subsidies for things like past utility bill payoffs.
- vii. Provide transportation assistance in the form of bus tickets or via cab or companion public transportation to assist clients in making linkages to benefits and services.
- viii. Accompany clients to appointments, as needed, to obtain benefits and services.
- d. Case Management: Home-Based, Office-Based, and Natural Environment-Based
 - i. Provide Home-Based services to clients in four City-owned homes on Alameda Point
 - ii. Home-Based case management will take place exclusively in the client's home no less than four separate meetings per month.
 - iii. Establishing a move-in agreement process that includes, but is not limited to:
 - HMIS enrollment,
 - Necessary Release of Information (ROI) documentation,
 - Inventory of documentation necessary for permanent housing,
 - Mapping of existing support system and services,
 - A listing of emergency contact names and numbers,
 - Orientation of available community-based services and resources,
 - Good neighbor policy briefing and signoff,
 - Neighborhood noise ordinances,
 - Housekeeping expectations,
 - Process of development of House Rules with residents,
 - Explicit agreement of non-use of existing fireplaces where applicable,
 - Egress and roof access safety issues,
 - Grievance policy and procedures.
 - iv. Provide Office-Based services
 - Face-to-face engagement/interaction no less than one time a month.
 - Focusing on housing goals and assistance with navigating the systems for achieving positive housing outcomes provided from the PROVIDER'S central offices on a drop-in or appointment basis. Engaging clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
 - Assessing client needs, make relevant referrals, provide support in navigating various systems, connecting clients with various resources, and advocating for addressing client needs.
 - Establishing short and long-term client selected goals.

- Supporting client-identified goals and road mapping of steps toward achievement.
- Creating a savings plan with clients to ensure financial stability, if achievable, upon move out.
- Office-Based Case Management will include all applicable components of Home-Based services described within this PROVIDER Scope of Work.

v. Natural Environment-Based

- Assisting clients in their natural environments like school, medical settings, and work as needed with the expressed purpose of achieving client goals and navigating systems.
- vi. Establishing and/or adoption of a good neighbor policy.
- vii. Counseling and enforcement of move-in agreement and good neighbor policy.

e. Housing Preparation Work

- i. Assess clients to address housing histories and barriers positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
- ii. Get to know members or potential members of the client's household including pets and companion animals.
- iii. Assess for the potential to reconnect with family/friends for housing.
- iv. Assess eligibility for permanent housing resources deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
- v. Assess the client's financial and resources situation and potential budget for housing help with income and benefits acquisition, develop plan to save funds for costs associated with moving to permanent housing.
- vi. Help clients create tenant resumes gather appropriate documentation including I.D., SS cards, proof of citizenship, child custody, and other key information to use on housing applications.
- vii. Help identify and refer Home Stretch eligible clients to the Home Stretch registry.

f. Coordinated Services

- i. Actively participate in the City's Homeless Outreach Team (HOT)/Collaboration Advancing Resources, Efforts, and Supports (CARES) 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
- ii. 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
- iii. Collaborate and coordinate with the Housing Resource Center.
- iv. Administer follow-up surveys to help improve service delivery and program effectiveness of the City of Alameda's Emergency Supportive Housing services program.
- v. Ensure timely submission of quarterly, annual, and other reports as requested by the City of Alameda.
 - Submit quarterly reports by the 10th of the following month for services provided the prior quarter.
 - Submit a final narrative report 15 days after the anniversary of the contract and 15 days after completion of the contract.

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.

- a. PROVIDER shall collect required information on clients and services provided and enter data into the Alameda County HMIS system or, if exempted from participation, training and technical assistance will be provided to utilize the system.
- b. At 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.
 - iii. Description of services provided and number of people receiving services.
 - iv. Description of progress on goals.
- c. PROVIDER shall receive periodic system-level and collaboration processes, which may include, but not limited to:
 - i. Homestretch/Coordinated Entry Processes
 - ii. Collaborative meetings with the City of Alameda and any other community partners as requested by City staff

EXHIBIT B-1

The Village of Love Transitional Hous	ing Propos	ed Budget				
Personnel Expenses:	Pay Rates	Pay Break Allocation	Holiday Pay @ 1 1/2 X Pay Rate x 6 Holidays	Total Pay Befoe Taxes/Fees	Payroll Taxes/Fees @ 25%	Total Budget
Housing Monitor - Morning	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,440.00	\$45,120.00	11,280.00	\$56,400.00
Housing Monitor - Morning Housing Monitor - Afternoon	\$21.00	per hour x 40 hrs/week x 52 weeks	\$1,440.00	\$45,120.00	11,280.00	\$56,400.00
Housing Monitor - Arternoon Housing Monitor- Overnight	\$22.00	per hour x 40 hrs/week x 52 weeks	\$1,440.00	\$45,120.00	11,818.00	\$59,090.00
Housing Monitor - Weekend - Morning	\$22.00	per hour x 40 hrs/week x 52 weeks	\$1,512.00	\$17,472.00	\$4,368.00	\$21,840.00
	\$21.00			\$17,472.00	\$4,368.00	\$21,840.00
Housing Monitor - Weekend - Afternoon		per hour x 16 hrs/week x 52 weeks				
Housing Monitor - Weekend - Evening	\$22.00	per hour x 16 hrs/week x 52 weeks		\$18,304.00	\$4,576.00	\$22,880.00
Total Personnel Expenses			\$4,392.00	\$190,760.00	\$47,690.00	\$238,450.00
Insurance Expenses:						
Workers Comp		1275 @ 6 Employees				\$7,650.00
<u> </u>				Total Insurance Expenses:		\$7,650.00
Other Program Expenses:				·		
Food for Clients		\$250/Week X 52 Weeks				\$13,000.00
Uniforms for Employees		2 EA per EE @ \$60 ea	\$120 X 6 Employees			\$720.00
Janitorial Supplies		\$35/Week X 52 Weeks		Total Other Program Expenses:		\$1,820.00 \$15,540.00
Relocation Expenses				Total Other Program Expenses:		\$15,540.00
Relocation of Client		\$10,000 Per Household	6 Households	Total Relocation Expenses		\$60,000.00
- 						
Hygiene Supplies		44				
Toothbrush / Toothpaste / Bath Soap / Deodorant		\$50/Month X 12 Months				\$600.00
				Total Hygiene Supplies		\$600.00
Utilites						
Trash		\$142/Quarterly X 4	\$568 per House			\$568.00
Water		\$200/ Month X 12 Months	\$2400 per House			\$2,400.00
Electric/Gas		\$250/ Month X 12 Months	\$3000 per House			\$3,000.00
Cable / WIFI		\$115/ Month X 12 Months	\$1380 per House			\$1,380.00
Phone		\$50/ Month X 12 Months	\$600 per House			\$600.00
Liablity Insurance		\$200/Month X 12 Months	\$2400 per House			\$2,400.00
				Total Utilities per home		\$10,348.00
Misc./Landscaping		\$150/Month X 12 Months	\$1800 per House			
. 9				Total Landscaping for 1 House		\$1,800.00
				Total Personnel Expenses		\$238,450.00
				Total Insurance Expenses:		\$7,650.00
				Total Other Program Expenses:		\$15,540.00
				Total Relocation Expenses		\$60,000.00
				Total Hygiene Supplies		\$600.00
				Total Utilities		\$10,348.00
				Total Landscaping		\$1,800.00
				Additional cost per house	\$5,000	\$5,000.00
				VOL Admin Cost 15%		\$50,908.20
				Total Proposed Budget For Supportive Emergency Housing 3/01/23 to 10/1/23		\$227,672.78 \$173,193.92
			Totla Proposed Budget for Supportive Emergency Housing 10/1/23 to 3/01/24 including 6.5% COLA			
			Total Pro	oposed Budget For Supportive Emergency Housing 3/01/24 to 9/30/24 including 6.5	% COLA	\$242,471.50
				TOTAL COST 3/01/23 to 9/30/24		\$643,338.21

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this <u>3rd</u> day of <u>October</u>, 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. Whereas, the City Council authorized the City Manager to execute this amendment on September 20, 2022.
- D. 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 2024, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement up to two months, as funding permits. Any extension shall be documented in a signed Amendment.

2. 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

DocuSigned by:

Joey Harrison

Joey Harrison Executive Director

-Signed by:

Albert Burns

Chief Financial Officer

CITY OF ALAMEDA a municipal corporation

-Signed by:

jumper 09

Jennifer Ott City Manager

RECOMMENDED FOR APPROVAL

-DocuSigned by:

CF377C6EC7664C4...

Amy Wooldridge Assistant City Manager

APPROVED AS TO FORM: City Attorney

--- DocuSigned by:

Len Aslanian

---765D25E39B18464...

Len Aslanian

Assistant City Attorney

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 10thday 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 <u>Exhibit A-1</u> and all original contract attachments as requested. The Provider acknowledges that the work plan included in <u>Exhibit A-1</u> 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

DocuSigned by:

Jory Harrison

Joey Harrison Executive Director

Signed by:

Mult Burns

Albert Burns

Chief Financial Officer

CITY OF ALAMEDA a municipal corporation

-Signed by:

Junifer Ott

Jennifer Ott City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

Imy Wooldridge CF377C6EC7664C4...

Amy Wooldridge Assistant City Manager

APPROVED AS TO FORM:

City Attorney

- DocuSigned by:

Ler Aslanian

Ten 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

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

<u>Harm Reduction:</u> 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.

<u>Case Management</u>: 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.

Docusign Envelope ID: FE644870-BF48-454C-AEC8-969CE979A154

EXHIBIT B-1

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
		per hour x 40 hrs/week		
Facilities & Staff Manager	\$35.00	x 52 weeks	\$2,520.00	\$75,320.00
		per hour x 40 hrs/week		
House Manager	\$35.00	x 52 weeks	\$2,520.00	\$75,320.00
		per hour x 40 hrs/week		
Case Manager	\$29.00	x 52 weeks	\$2,088.00	\$62,408.00
		per hour x 40 hrs/week		
Housing monitor/afternoon-Single Occupancy # 1	\$21.00	x 52 weeks	\$1,512.00	\$45,192.00
		per hour x 40 hrs/week		
Housing monitor/overnight- Single Occupancy # 1	\$22.00	x 52 weeks	\$1,584.00	\$47,344.00
		per hour x 16 hrs/week		
House monitor/ weekend morning- Single Occupancy # 1	\$21.00	x 52 weeks	\$1,512.00	\$18,984.00
		per hour x 16 hrs/week		
House monitor/ weekend afternoon- Single Occupancy # 1	\$21.00	x 52 weeks	\$1,512.00	\$18,984.00
		per hour x 16 hrs/week		
House monitor/Overnight- Single Occupancy # 1	\$22.00	x 52 weeks	\$1,584.00	\$19,888.00
		per hour x 40 hrs/week		
Housing monitor/afternoon- Single Occupancy # 2	\$21.00	x 52 weeks	\$1,512.00	\$45,192.00
		per hour x 40 hrs/week		
Housing monitor/overnight- Single Occupancy # 2	\$22.00	x 52 weeks	\$1,58 4. 00	\$47,344.00
		per hour x 16 hrs/week		
House monitor/ weekend morning- Single Occupancy # 2	\$21.00	x 52 weeks	\$1,512 . 00	\$18,984.00
		per hour x 16 hrs/week		
House monitor/ weekend afternoon-Single Occupancy # 2	\$21.00	x 52 weeks	\$1,512.00	\$18,984.00
		per hour x 16 hrs/week		
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

Docusign Envelope ID: FE644870-BF48-454C-AEC8-969CE979A154

Uniforms Staff Training, Development & Certification Total Other Personnel Expenses	\$50/ea @ 2 per Employee		\$1,400.00 \$18,020.00 \$208,533.68
Program Expenses			
Food for Clients at Single occupancy Houses 1 & 2 Office Supplies Program Supplies (Events & Education) Cleaning Supplies (Laundry, soap, etc)	\$350/Week X 52 Weeks		\$18,200.00 \$2,836,88 \$6,500.00 \$3,800.00
Utilites Landscaping- Single Occupancy House 1 & 2, Family House 1 & 2 (\$200 Month per house) Trash/Water/Gas/ Electric (Est. \$1,000 per house) Cable / WIFI @ \$400/mo (Single Occupancy House 1 & 2, Family House 1 & 2) Phone @ \$50/mo x 3 Staff (12mo) Total Program Expenses			\$9,600.00 \$48,000.00 \$4,800.00 \$1,800.00 \$95,536.88
		Total Personnel Expenses Total Other Personel Total Program Expenses Indirect 10%	\$675,406.00 \$208,533.68 \$95,536.88 \$97,947.66
		Total Budget	\$1,077,424.22

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