

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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FIRST AMENDMENT TO AGREEMENT NO. 35633

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THIS FIRST AMENDMENT TO AGREEMENT NO. 35633 is made and entered, in duplicate, as of September 16, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 23, 2020, by and between VOLUNTEERS OF AMERICA OF LOS ANGELES, a California nonprofit religious corporation ("Consultant"), with a place of business at 3600 Wilshire Boulevard, Suite 1500, Los Angeles, California 90010, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City has received funding from Los Angeles Homeless Services Authority (LAHSA) to provide a crisis and bridge housing program to individuals experiencing homelessness; and

WHEREAS, as part of the 2021-2022 agreement with LAHSA (Grant Agreement), the City is required to enter into a subcontract requiring unique skills to be performed in connection with the operational services for the year-round shelter known as the Atlantic Avenue Bridge Community, located at 6841-6845 Atlantic Avenue ("Project") to provide crisis and bridge housing to individuals experiencing homelessness; and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35633 (the "Agreement") whereby Consultant agreed to provide these services; and

1 WHEREAS, the Parties desire to extend the term of the Agreement for one
2 (1) additional one-year period;

3 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
4 conditions herein contained, the Parties agree as follows:

5 1. Section 1.A. of the Agreement is hereby amended to read as
6 follows:

7 “A. Contractor shall furnish specialized services more particularly described
8 in Exhibit “A-2”, attached to this Agreement and incorporated by this reference, in
9 accordance with the standards of the profession, and City shall pay for these
10 services in the manner described below, in an annual amount not to exceed One
11 Million Forty-Eight Thousand Eight Hundred Forty Dollars (\$1,048,840), at the rates
12 or charges shown in Exhibit “B”. The specialized services described in Exhibit A-2
13 shall be provided on or about the following described property (the “Premises”)
14 located at 6841-6845 Atlantic Avenue (the “Building”) as shown on the depiction
15 marked Exhibit “A-3” attached hereto and made a part thereof. City is providing
16 Contractor access to the Premises and the Building so that Contractor can furnish
17 specialized services as described in this Agreement and no rent or other fees shall
18 be paid to City by Contractor for such access to the Premises and the Building.”

19 2. Section 2 of the Agreement is hereby amended to read as follows:

20 “The term of this Agreement shall commence on July 1, 2020
21 (Commencement Date) and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner
22 terminated as provided in this Agreement, or unless the services or the Project is
23 completed sooner. The term may be extended for two (2) additional one-year periods, at
24 the discretion of the City Manager.”

25 3. Exhibit “B” to Agreement 35633 is hereby amended and replaced with
26 Exhibit “B-1”, attached hereto and incorporated herein.


27 4. Except as expressly modified herein, all of the terms and conditions
28

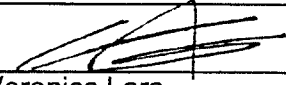
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1 contained in Agreement No. 35633 are ratified and confirmed and shall remain in full force
2 and effect.

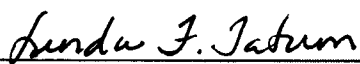
3 IN WITNESS WHEREOF, the parties have caused this document to be duly
4 executed with all formalities required by law as of the date first stated above.

5 VOLUNTEERS OF AMERICA OF LOS
6 ANGELES, a California nonprofit religious
7 corporation

8 September 30, 2021 By 
9 Name Robert Pratt
10 Title President/CEO

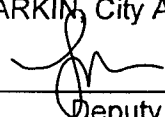
11 September 30, 2021 By 
12 Name Veronica Lara
13 Title Chief Operating Officer

"Consultant"

14 CITY OF LONG BEACH, a municipal
15 corporation
16 October 19, 2021 By 
17 Name Linda J. Jabum
18 Title City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

19 This First Amendment to Agreement No. 35633 is approved as to form on
20 October 13, 2021.

21 CHARLES PARKIN, City Attorney
22 By 
23 Deputy


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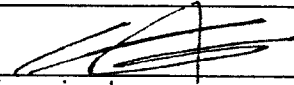
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5 VOLUNTEERS OF AMERICA OF LOS
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7 corporation

8 September 30, 2021

By 
Name Robert Pratt
Title President/CEO

9 September 30, 2021

By 
Name Veronica Lara
Title Chief Operating Officer

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 _____, 2021

By _____
City Manager

16 "City"

17 This First Amendment to Agreement No. 35633 is approved as to form on

18 _____, 2021.

19 CHARLES PARKIN, City Attorney

20 By _____
21 Deputy

EXHIBIT “B-1”

EXHIBIT B
BUDGET

ABC YEAR-ROUND SHELTER
 Bridge Housing Contract
 Volunteers of America
 Contract# 35633
 7/1/2021 - 6/30/2022

PERSONNEL		2020-2021 Budget	Adjustments	Amended Budget
Program Manager - 1.0 FTE	1.0 FTE	\$ 91,010		
Program Coordinator II -1.0 FTE	1.0 FTE	\$ 43,265		
Shelter Lead - 2.0 FTE	2.0 FTE	\$ 65,188		
Administrative Assistant - 1.0 FTE	1.0 FTE	\$ 33,698		
HIMS Specialist	1.0 FTE	\$ 32,179		
Clinical Case Manager - 1.0 FTE	1.0 FTE	\$ 50,398		
Case Manager - Entry Level - 3.0 FTE	3.0 FTE	\$ 92,559		
Case Manager - Generalist - 1.0 FTE	1.0 FTE	\$ 33,417		
Drivers - 2.0 FTE	1.0 FTE	\$ 26,744		
Food Service Worker - 1.0 FTE	1.0 FTE	\$ 25,810		
Monitors - 8.0 FTE	10.0 FTE	\$ 280,819		
Total Salary and Employee Benefits		\$ 775,087	\$ -	\$ -
OPERATING COST				
Rent				-
Office Supplies		3,358		
TOTAL Operating Cost		\$ 3,358	\$ -	\$ -
OPERATING COST (Equipment)				
Computer and Printers		\$ 1,692		
Other Equipment/Furniture		\$ 1,300		
Copier Machine- Lease		\$ 4,021		
TOTAL Equipment Cost		\$ 7,013	\$ -	\$ -
OTHER Operating Cost				
House Keeping Supplies		\$ 5,076		
First Aid Supplies		\$ 781		
Building Repair and Maintenance		\$ 3,904		
Trash Pick Up		\$ 3,123		
Pest Control		\$ 4,685		
Telephone-Voice		\$ 1,015		
Telephone-Cellular		\$ 640		
Internet		\$ 1,484		
Electric/Water/Gas		\$ 27,330		
Insurance/Properties/Directors/Officers		\$ 3,123		
Van Lease/Van Upkeep/Fuel/Van Insurance		\$ 3,904		
Staff Mileage		\$ 1,562		
Staff Recruitment		\$ 781		
Food and Beverages		\$ 122,984		
Participant Related Cost		\$ 2,343		
TOTAL Other Operating Cost		\$ 182,735	\$ -	\$ -
Administrative Cost				
Indirect Cost 8.33%		80,647		
Total Administrative Costs		\$ 80,647		\$ -
TOTAL BUDGET		\$ 1,048,840	\$ -	\$ -

VOALA ABC Shelter Bridge Housing Budget Justification – 2021-2022

*Note: the ABC Shelter includes both Crisis and Bridge Housing beds. The staff and operating costs are calculated to serve both programs. The below budget includes the share of costs allocated to the Crisis Housing program.

Expense	Description/Justification of Expense Item	FTE	Annual Cost
Personnel Costs			
Program Manager	Provides administrative oversight, staff supervision, community engagement, clinical supervision for direct service staff.	1.00	\$91,010.00
Program Coordinator II	Provides overall program oversight under the guidance of the Clinical Program Manager, including staff supervision, community engagement, data collection/reporting.	1.00	\$43,265.00
Shelter Lead	Provides direct oversight of the shelter operations, including ensuring the facility is properly cleaned and maintained at all times, supporting monitors in meeting participant needs, and coordinating on-site programming and services.	2.00	\$65,188.00
Administrative Assistant	Assists with data intake and report preparation, as well as other administrative duties related to shelter operations and client services.	1.00	\$33,698.00
HMIS Specialist	Provides intake, assessment, and case management for program participants, as well as oversees data entry into HMIS	1.00	\$32,179.00
Clinical Case Manager	Provides clinical level intake, assessment, and case management for program participants	1.00	\$50,398.00
Case Manager - Entry Level	Provides intake, assessment, and case management for program participants	3.00	\$92,559.00
Case Manager - Generalist	Provides intake, assessment, and case management for program participants	1.00	\$33,417.00
Drivers	Drive VOALA vans to get participants to/from shelter as well as to/from permanent housing placements and supportive services.	1.00	\$26,744.00
Food Service Worker	Prepares and serves meals to participants	1.00	\$25,810.00
Monitors	Provide 24/7/365 supervision and support for program participants	10.00	\$280,819.00
Total Personnel Costs			\$775,087.00

Operating Costs		
Expense	Description/Justification of Expense Item (include cost calculations)	Annual Cost
General office supplies	\$279.83/month x 12 months	\$3,358.00
Computers and printer	1 computer @ \$1,692/each	\$1,692.00
Other Equipment/Furniture	Office desk/chair/filing cabinets # \$1,300/year	\$1,300.00
Copy machine lease	1 copy machine used in providing case management and program reporting @ \$335.08/month x 12 months	\$4,021.00
Housekeeping supplies	Cleaning supplies used to maintain shelter facilities, as well as other items such as toilet paper, hygiene supplies, etc. calculated at \$423/month x 12 months	\$5,076.00
First Aid Supplies	First aid supplies used to treat minor injuries of participants and/or staff, calculated at \$65.08/month x 12 months	\$781.00
Facility maintenance and repair	Costs associated with the materials required for basic facility maintenance and repair at \$325.33/month x 12 months	\$3,904.00
Trash Service	Costs for trash service, calculated at \$260.25/month x 12 months	\$3,123.00
Pest Control	Costs for pest control service, calculated at \$390.42/month x 12 months	\$4,685.00
Phone - Voice	Telephone for use by program staff, calculated at \$84.83/month x 12 months	\$1,015.00
Phone - Cellular	Mobile phones for use by program staff, calculated at \$53.33/month x 12 months	\$640.00
Internet	Internet services for use by program staff and participants, calculated at \$123.67/month x 12 months	\$1,484.00
Electric/Water/Gas	Utilities including electric, water, and gas service calculated at \$2,277.50/month x 12 months	\$27,330.00
Insurance	Costs associated with general liability, property, and directors and officers insurance, calculated at \$260.25/month x 12 months	\$3,123.00
Van Lease/Upkeep/Fuel/Insurance	Cost to lease 2 vans for transporting clients, including vehicle maintenance, fuel, and insurance, calculated at \$325.33/month x 12 months	\$3,904.00
Staff Mileage	Mileage for staff to attend meetings and meet with clients, calculated at \$130.16/month x 12 months	\$1,562.00

Staff Recruitment	Costs associated with recruiting qualified staff, calculated at \$65.08/month x 12 months	\$781.00
Food and beverages	Costs to provide 3 meals/day for all participants, calculated at \$6.24/participant/day x 60 participants x 365 days x 90% occupancy	\$122,984.00
Participant related costs	Costs associated with direct supports for participants to assist them in securing permanent housing, including costs such as bus passes, clothing, tools for work, etc. Calculated at \$195.25/month x 12 months	\$2,343.00
Total Operating Costs		\$193,106.00
Administrative Costs		
Indirect Costs	VOALA has a federally approved indirect cost rate of 11.43%. We have capped the indirect costs claimed for this proposal at 10% of direct costs.	\$80,647.00
		\$0.00
Total Administrative Costs		\$80,647.00
Total Annual Cost		\$1,048,840.00



Volunteers of America®
GREATER LOS ANGELES

VOLUNTEERS OF AMERICA OF LOS ANGELES (VOALA)

BOARD OF DIRECTORS RESOLUTION

14-10

WHEREAS, Volunteers of America of Los Angeles (VOALA) must designate Officers to carry out the work and purpose of the Corporation;

NOW, THEREFORE, BE IT RESOLVED:

That the Volunteers of America of Los Angeles Board of Directors reaffirms the designation of the following Corporate Officers:

Bob Pratt, President/Chief Executive Officer

Patti Louie, Vice President of Finance/Chief Financial Officer

Veronica Lara, Vice President of Operations/Chief Operating Officer

RESOLVED FURTHER,

That this authorization replaces any previous authorizations in effect and will remain in force until revocation or modification by subsequent Board action.

RESOLVED FURTHER,

That any and all acts heretofore taken by the President/Chief Executive Officer, Vice President of Finance/Chief Financial Officer, and/or Vice President of Operations/Chief Operating Officer in connection with the matters authorized and reaffirmed by the foregoing resolution are hereby ratified, confirmed, adopted, and approved by the Board of Directors of Volunteers of America of Los Angeles.

Kim Caldwell, Board Chair
September 25, 2014