SECOND AMENDMENT TO AGREEMENT FOR HOPE FOR HOME HOMELESS SERVICES CENTER SITE OPERATOR AGREEMENT CITY OF POMONA AND VOLUNTEERS OF AMERICA LOS ANGELES

This SECOND AMENDMENT to the AGREEMENT is entered into by and between the CITY OF POMONA and the POMONA HOUSING AUTHORITY (the "CITY") and VOLUNTEERS OF AMERICA LOS ANGELES, INC ("CONTRACTOR"), hereinafter referred to as the Parties.

RECITALS

WHEREAS, on November 30, 2018, City staff entered into an agreement with Contractor to provide the Hope for Home Homeless Services Center site operation services from November 30, 2018 until June 30, 2023; and

WHEREAS, the parties entered into a FIRST AMENDMENT to extend the term of the agreement from until July 1, 2023 until June 30, 2025 and award additional funding throughout the contract term for a total amount not to exceed \$3,590,325.

WHEREAS, the parties now desire to enter into a SECOND AMENDMENT to extend the term of the agreement from July 1, 2025 until June 30, 2026 and award additional funding throughout the contract term for a total amount not to exceed \$6,505,145.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. The SECOND AMENDMENT extends the contract end date from June 30, 2025 to June 30, 2026 (section 4) for a total of 12 months. Section 4 "Term of Agreement" is hereby amended in its entirety to read as follows:

 "Term of Agreement. The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement."
- 2. Attachment B "Schedule of Compensation" is hereby amended in its entirety to read as attached.
- All other terms and conditions of the AGREEMENT and any amendments thereto shall remain in full force and effect, except as otherwise stated in this Amendment.

SIGNATURE PAGE FOR AGREEMENT SECOND AMENDMENT TO AGREEMENT FOR HOPE FOR HOME HOMELESS SERVICES CENTER SITE OPERATOR AGREEMENT

day of, 2025.	ies have entered into this Ag	reeme	ent as of the	
CITY OF POMONA Approved By:	VOLUNTEERS ANGELES	OF	AMERICA	LOS
Anita D. Scott, City Manager	Signature			
Date Approved as To Form:	Robert Pratt			
City Attorney	President			
ATTEST:	Date			
Rosalia Butler, City Clerk	<u> </u>			

ATTACHMENT "B"

SCHEDULE OF COMPENSATION

- 1. <u>COMPENSATION.</u> Compensation shall be paid pursuant to Pass-Through Funding agreements and Direct Funding Sources.
 - a. Pass-Through Funding Agreements. AGENCY shall be entitled to request reimbursement from City for services provided pursuant to the per-bed-per-night reimbursement amount applicable in each pass through funding agreement. The City presently has approved the following as pass through funding agreements to the site operator:

PROJECT	ACCOUNT	PROGRAM	VOA ADMIN	AWARD AMOUNT
LAHSA Interim Housing				
Program	141-17xx-52285-65410	\$3,186,779	\$177,043	\$3,363,822
CEO-HI Local Solutions				
Fund	141-17xx-52285-58820	\$877,095	\$48,728	\$ 925,823
Tri-City MHSA	215-1791-52285-58681	\$2,103,000		\$2,103,000
ESG-RUSH Access				
Center	186-1791-52285-58811	\$112,500		\$ 112,500
			Total Award	\$6,505,145

b. **Direct Funding Sources.** AGENCY may also seek payment independent from the City from direct payment funding sources. Prior to seeking grant or other direct funding sources, AGENCY shall notify City in writing of its intent to seek such funding source. Such funding sources are outside of programs management by the City; City shall not be responsible for payment of any monies associated with clients taken in under such program funding sources, though AGENCY may provide services at the Homeless Services Center for such clients. Notwithstanding the foregoing, AGENCY may not accept payment nor provide services based on a direct funding source without prior written approval and amendment of this Attachment. The City has

presently approved the following direct pay funding sources for payment of operations at Homeless Services Center:

i. LAHSA VOALA Crisis Bed Programs

City is not responsible for services provided under Direct Funding Sources.

2. <u>BILLING.</u> Monthly reimbursement requests for pass through are due to the City by the 15th of each month.

Clients being provided services under Pass-Through Funding sources cannot be counted towards funding for Direct Funding Sources for the same service date; Clients being provided services under Direct Funding Sources cannot be counted towards funding for Pass-Through Funding sources for the same service date.

Submit billings to the CITY at the following address:

City of Pomona Attn: Barbara Norris, Housing Technician 505 South Garey Avenue Pomona, CA 91766

The invoice submitted pursuant to this paragraph shall be on the CITY's standard billing and reporting forms and will include the following back up documentation to substantiate charges and a subtotal sheet enumerating all charges, report on the progress made in implementation of the project and persons served.

3. <u>TIME OF PAYMENT.</u> CITY shall make payment to AGENCY in accordance with the CITY's regular billing cycle after submittal of AGENCY's invoice and approval.