

**AGREEMENT BETWEEN THE SAN GABRIEL VALLEY REGIONAL  
HOUSING TRUST AND THE SAN GABRIEL VALLEY COUNCIL OF  
GOVERNMENTS FOR CONTRACT STAFFING**

This Agreement for Contract Staffing ("Agreement") is by and between the San Gabriel Valley Regional Housing Trust, a joint powers agency (Trust), and the San Gabriel Valley Council of Governments, a joint powers agency (SGVCOG), to be effective as of the date signed by both Parties below.

**RECITALS**

- A. The Trust was established in February 2020 with the stated purpose of funding the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley, by receiving public and private financing and funds, authorizing and issuing bonds and other debt instruments; and
- B. The Trust is in need of staffing to carry out the Trust's powers; and
- C. The Joint Exercise of Powers Agreement of the Trust (the "JPA") provides that the Trust may contract with SGVCOG to provide for officers and staff as the Trust's Board of Directors deem necessary to carry-out the Trust's powers; and
- D. The Trust desires to contract with the SGVCOG to provide such officers and staff; and
- E. The SGVCOG has the regional experience and expertise to provide such staffing and is willing to do so; and
- F. The Trust's member agencies are also member agencies of the SGVCOG and have a shared desire to regionally collaborate to bring additional affordable housing resources to the San Gabriel Valley; and
- G. The Trust and the SGVCOG desire to set forth the terms of the contract staffing by way of this Agreement.

NOW, THEREFORE, the Parties agree to the following:

**I. SGVCOG SERVICES.**

Subject to the terms and conditions set forth in this Agreement, SGVCOG shall provide to the reasonable satisfaction of the Trust, contract staffing for the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. Such services shall be provided in accordance with all applicable laws, regulations, the JPA, any By-Laws that may be adopted by the Board of Directors, and this Agreement.

**II. TERM.**

The term of this Agreement shall commence on July 1, 2020 and shall continue up to and including June 30, 2023. The term of this Agreement may be extended by mutual agreement of the Parties by way of an amendment to this Agreement. The Parties shall endeavor to meet at least 180 days prior to the end of the term to determine whether they have a mutual desire to extend the term.

**III. COMPENSATION.**

The Trust agrees to compensate the SGVCOG in a total not to exceed amount fixed at Three Hundred Twenty-Eight Thousand Dollars (\$328,000) for fiscal year 2020-21 (June 30 – July 1). The above amount shall include all costs incurred by SGVCOG, including, but not limited to, all staffing costs, overhead, telephone, travel and all other related expenses. The total annual not to exceed compensation in future fiscal years shall increase by an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the preceding 12-month period or 5%, whichever is less.

**IV. PAYMENT.**

At the end of each quarter of the fiscal year, the SGVCOG shall furnish to the Trust an invoice for one-quarter of the annual fixed cost for services rendered during the preceding quarter. The Trust shall pay the invoice within 30 days of receipt thereof. Payment shall constitute payment in full for all services, costs and work of whatever nature performed by SGVCOG under this Agreement.

**V. NOTICES**

All notices required or permitted under this Agreement shall be sent by first-class mail, postage pre-paid, and addressed as follows:

To Trust:                      Chairperson of the Board of Directors  
San Gabriel Valley Regional Housing Trust  
1000 S. Fremont Avenue  
Suite 10-210  
Alhambra, CA 91803

To SGVCOG:                  Marisa Creter, Executive Director  
San Gabriel Valley Council of Governments  
1000 S. Fremont Avenue  
Suite 10-210  
Alhambra, CA 91803

Either Party may change from time to time the person and address for written notices by delivery of a change thereto by written notice to the other Party. All notices shall be deemed delivered following deposit in the United States mail in accordance herewith.

**VI. INDEPENDENT CONTRACTOR.**

A.        SGVCOG is and shall at all times under this Agreement, remain as to the Trust and its members, a wholly independent contractor. SGVCOG shall have no power to incur any debt, obligation, or liability on behalf of Trust or otherwise act on behalf of Trust as an agent, except as specifically provided herein.

B.        SGVCOG agrees to withhold and pay all required taxes of any of its employees performing work under this Agreement, and to indemnify and hold the Trust Indemnitees (as

defined below) harmless from any and all taxes, assessments, penalties, and interest asserted against the Trust Indemnitees by reason of the independent contractor relationship created by this Agreement.

C. SGVCOG shall fully comply with Workers' Compensation laws regarding SGVCOG and SGVCOG's employees. SGVCOG further agrees to indemnify and hold the Trust Indemnitees harmless from any failure of SGVCOG to comply with applicable Worker's Compensation laws.

D. Any retirement liabilities of SGVCOG under the Public Employee Retirement System or any other system, shall not constitute a liability of the Trust Indemnitees.

## **VII. INSURANCE.**

SGVCOG shall ensure that all insurance it carries as required by its Board of Directors applies with equal force to the performance of its duties under this Agreement. Evidence of such coverage shall be provided to the Chairperson of the Board of Directors within 30 days of execution of this Agreement.

## **VIII. TERMINATION.**

A. Notwithstanding the term of this Agreement as provided in Section II above, either Party may terminate this Agreement upon at least 90 days written notice to the other Party.

B. This Agreement may be terminated for cause as provided herein, in the event one of the Party's materially defaults in performing its duties under this Agreement. The non-defaulting Party shall give notice of the default to the defaulting Party and the right to cure such default within 30 days of the notice or such longer time as may be provided in the notice. In the event the defaulting Party fails to cure such default to the reasonable satisfaction of the non-defaulting Party, this Agreement shall terminate upon delivery of notice by the non-defaulting Party that the default was not cured within the time provided. Upon such termination, the Parties shall have no further obligations to each other unless otherwise provided herein.

## **IX. INDEMNITY.**

A. SGVCOG shall indemnify, defend and hold the Trust, the Trust member agencies, and their respective legislative bodies, officers, agents and employees ("Trust Indemnitees") harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under this Agreement, unless caused by the acts or omissions of the Trust Indemnitees.

B. The Trust shall indemnify, defend and hold SGVCOG, its Board of Directors, member agencies, officers, agents and employees ("SGVCOG Indemnitees") harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature

whatsoever arising out of or resulting from the Trust's obligations under this Agreement or performance of the JPA, unless caused by the acts or omissions of the SGVCOG Indemnitees.

B. The duty of SGVCOG to indemnify, defend and the Trust Indemnitees harmless shall include, but not be limited to, any and all claims under the Workers' Compensation Act and the California Public Employees Retirement System and other employee benefit acts arising out SGVCOG's performance of this Agreement.

C. SGVCOG's and the Trust's obligation under this Section IX shall survive termination of this Agreement.

## **X. GENERAL TERMS AND CONDITIONS.**

A. This Agreement constitutes the entire understanding between the Parties, with respect to the subject matter herein and shall not be amended except in writing signed by the Parties.

B. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

C. Neither Party shall assign this Agreement, or any part thereof, without the prior written consent of the other Party. Any such attempted assignment without such written consent shall be void and unenforceable.

D. This Agreement is made in the State of California and shall be governed by California law and any applicable federal law. The venue for any action brought under this Agreement shall be in Los Angeles County.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

F. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

In witness whereof, the Parties enter into this Agreement on the date of last execution by the Parties.

FOR THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

By: \_\_\_\_\_  
JED LEANO  
CHAIR, BOARD OF DIRECTORS

Dated: June \_\_, 2020

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Dated: June \_\_, 2020

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry  
General Counsel

Dated: June \_\_, 2020