



AGENDA AND NOTICE OF THE SPECIAL MEETING OF THE  
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST FUND BOARD OF  
DIRECTORS

WEDNESDAY, AUGUST 17, 2022 – 9:00 A.M.

Teleconference Meeting

Zoom Link: <https://us06web.zoom.us/j/88946091914>

Livestream Available at: <https://youtu.be/FBOIGv4OroU>

**SGVRHT Officers**

*Chair*

Jed Leano

*Vice-Chair*

Becky Shevlin

**Jurisdictional  
Representatives**

*Northeast Representative*  
Gary Boyer, Glendora

*Northwest Representative*  
Becky Shevlin, Monrovia

*Central Representative*  
Maria Morales, El Monte  
(Delegate)

Emmanuel Estrada,  
Baldwin Park (Alternate)

*Southeast Representative*  
Patty Cortez, Covina

*Southwest District*  
Adele Andrade-Stadler,  
Alhambra

*At-Large Representatives*  
Margaret Finlay, Duarte  
Jed Leano, Claremont

**Housing/Homeless Experts**  
Carol Averell (Delegate)  
Benita DeFrank (Delegate)  
Alma Martinez (Alternate)

**Members**

- Alhambra
- Arcadia
- Azusa
- Baldwin Park
- Claremont
- Covina
- Diamond Bar
- Duarte
- El Monte
- Glendora
- Irwindale
- La Cañada Flintridge
- La Verne
- Monrovia
- Montebello
- Pasadena
- Pomona
- San Gabriel
- South El Monte
- South Pasadena
- Temple City

Thank you for participating in today's meeting. The Board of Directors encourages public participation and invites you to share your views on agenda items.

**MEETINGS:** The agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 4900 Rivergrade Road, Suite A120, Irwindale, CA, and on the website, [www.sgvcog.org](http://www.sgvcog.org). A copy of the agenda is also viewable at Alhambra City Hall, 111 S 1st St, Alhambra, CA. Copies are available via email upon request ([sgv@sgvcog.org](mailto:sgv@sgvcog.org)). Documents distributed to a majority of the Committee after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all Board of Directors meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVRHT requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks.

**TO ADDRESS THE GOVERNING BOARD:** At a regular meeting, the public may comment on any matter within the jurisdiction of the Board of Directors during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. There is a three-minute limit on all public comments. Proxies are not permitted, and individuals may not cede their comment time to other members of the public. **The Board of Directors may not discuss or vote on items not on the agenda.**

**AGENDA ITEMS:** The Agenda contains the regular order of business of the Board of Directors. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Board of Directors can be fully informed about a matter before making its decision.

**CONSENT CALENDAR:** Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Board of Directors.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



**MEETING MODIFICATIONS DUE TO THE STATE AND LOCAL STATE OF EMERGENCY RESULTING FROM THE THREAT OF COVID-19:** On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically to promote social distancing due to the state and local State of Emergency resulting from the threat of the Novel Coronavirus (COVID-19).

To follow the new Order issued by the Governor and ensure the safety of Board Members and staff for the purpose of limiting the risk of COVID-19, in-person public participation at the San Gabriel Valley Regional Housing Trust Board of Directors meeting scheduled for August 17, 2022 at 9:00 AM will not be allowed. To allow for public participation, the Executive Committee will conduct its meeting through Zoom Video Communications. To participate in the meeting, download Zoom on any phone or computer device and copy and paste the following link into your browser to access the live meeting: <https://us06web.zoom.us/j/88946091914>. You may also access the meeting via the livestream link on the front of the agenda page.

**Instructions for Public Comments:** For those wishing to make public comments on agenda and non-agenda items, but within the SGVCOG's subject matter jurisdiction, you may submit written comments via email or provide a verbal comment by participating through Zoom.

- **Written Comments (Email):** If you wish to submit written public comments to be distributed to the committee members prior to or during the meeting, please submit these materials via email to Brielle Acevedo at [bacevedo@sgvrht.org](mailto:bacevedo@sgvrht.org) at least 1 hour prior to the scheduled meeting time. Please indicate in the Subject Line of the email "FOR PUBLIC COMMENT." Emailed public comments will be read into the record and will be part of the recorded meeting minutes. Written public comments may include, but are not limited to letters, reports, and presentations. While there is no page or word count limit for written comments, the time for reading written public comments into the record will be limited to three minutes, which is the same time allotted for verbal comments.
- **Verbal Comments (Zoom):** Through Zoom, you may provide a verbal comment by using the web interface "Raise Hand" feature. Wait to be called upon by staff, and then you may provide verbal comments for up to 3 minutes. Public comment is taken at the beginning of the meeting for items not on the agenda. Public comment is also accepted at the beginning of each agenda item.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Brielle Acevedo at least 48 hours prior to the meeting at (626) 209-9238 or at [bacevedo@sgvrht.org](mailto:bacevedo@sgvrht.org).

**PRELIMINARY BUSINESS**

**5 MINUTES**

1. Call to Order
2. Roll Call
3. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
4. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting.

**CONSENT CALENDAR**

**5 MINUTES**

5. Board of Directors Minutes- July 21, 2022 Meeting- Page 1  
*Recommended Action: Adopt Board of Directors minutes for the July 21, 2022 meeting.*
6. Special Findings to Enable SGVRHT Board to continue to hold Teleconference meetings- Page 3  
*Recommended Action: Adopt Resolution 22-19 making specified findings to enable the SGVRHT Board of Directors to continue to hold meetings via teleconferencing.*
7. Award of Contract for Family Bridge Housing Site Operation and Assignment to the City of Baldwin Park  
*Recommended Actions: 1.) Authorize the Executive Director to execute an agreement for a not-to-exceed amount of \$997,962.86 with City Net for site operation at the family bridge housing site in Baldwin Park 2.) Authorize the Executive Director to assign the Contract to the City of Baldwin Park*

**UPDATE ITEMS**

**5 MINUTES**

8. Chair's Report
9. Executive Director's Report
10. General Counsel's Report

**ADJOURN**

**SGVRHT Board of Directors Unapproved Minutes**

Date: July 21, 2022  
Time: 9:00 AM  
Location: Zoom Virtual Meeting

**PRELIMINARY BUSINESS**

1. Call to Order  
Chair Leano called the meeting to order at 9:01 AM.

2. Roll Call  
**A quorum was in attendance.**

**Members Present**

Jed Leano, At-Large Member  
Becky Shevlin, City of Monrovia  
Carol Averell, City of Baldwin Park  
Patty Cortez, City of Covina  
Benita DeFrank, Housing/Homeless Expert  
Maria Morales, City of El Monte

**Members Absent**

Adele Andrade-Stadler, City of Alhambra  
Gary Boyer, City of Glendora  
Margaret Finlay, City of Duarte

**Staff**

M. Creter, Executive Director, SGVRHT  
B. Acevedo, SGVRHT  
D. DeBerry, General Counsel  
M. Sharkey

3. Public Comment  
There was no public comment.
4. Changes to Agenda Order  
There were no changes to agenda order.

**CONSENT CALENDAR**

5. Board of Directors Minutes- June 28, 2022 Meeting  
*Recommended Action: Adopt Board of Directors minutes for the June 28, 2022 meeting.*
6. Special Findings to Enable SGVRHT Board to continue to hold Teleconference meetings.  
*Recommended Action: Adopt Resolution 22-18 making specified findings to enable the SGVRHT Board of Directors to continue to hold meetings via teleconferencing.*

**There was a motion to approve Consent Calendar Items 5 and 6. (M/S: Shevlin/Averell).**

**[Motion Passed]**

<b>AYES:</b>	Leano, Shevlin, Averell, Cortez, DeFrank, Morales
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Andrade-Stadler, Boyer, Finlay

**UPDATE ITEMS**

There were no update items.

**GENERAL COUNSEL'S REPORT**

There was no General Counsel's Report.

**EXECUTIVE DIRECTOR'S REPORT**

M. Creter announced to the board that this week residents began moving into Operation Stay Safe tiny homes in Montebello.

**CHAIR'S REPORT**

Chair Leano had no report.

**ADJOURN**

Chair Leano adjourned the meeting at 9:06 AM.

# REPORT

---

DATE: August 17, 2022

TO: SGVRHT Board of Directors

FROM: Marisa Creter, Executive Director

RE: **ADOPT RESOLUTION 22-19 MAKING SPECIFIED FINDINGS TO ENABLE THE GOVERNING BOARD TO CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING**

## **RECOMMENDED ACTION**

Adopt Resolution 22-19 making certain findings that the existence of a local and state of emergency in California caused by the ongoing COVID-19 pandemic continues to directly impact the ability of the SGVRHT to hold public meetings safely in person thereby necessitating an ability to continue holding meetings via teleconferencing.

## **BACKGROUND**

Introduced by Assemblymember Robert Rivas (D-Hollister) on February 1, 2021, AB 361 codifies portions of Governor Gavin Newsom's existing Ralph M. Brown Act exemptions pertaining to teleconferencing if a local agency issues an emergency finding, and reissues it every 30 days, that it is unsafe to meet in person. Specifically, the Brown Act exemptions include requirements to provide a public teleconference location, to maintain a member quorum within the agency's jurisdiction and to provide for public comment at each teleconference location, such as a private residence. The legislation expires in December 2024. On September 16, 2021, California Governor Gavin Newsom signed AB 361 into law, effective immediately.

A local agency wishing to rely on the provisions of AB 361 must meet one of the following criteria:

1. The local agency holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
2. The local holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. The local agency holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California due to the threat of COVID-19 and shortly thereafter issued Executive Order N-29-20 suspending certain Brown Act provisions relating to teleconferencing as public meetings

began to be held online.<sup>1</sup> However, this Executive Order expired on September 30, 2021, despite the State of Emergency remaining in place.

The threat that COVID-19 has presented continues to directly impact the ability of the SGVRHT to conduct Board of Directors meetings safely in person. Updated guidelines issued by the Centers for Disease Control and Los Angeles Department of Public Health in July and August 2021 advise governmental entities to refrain from conducting indoor meetings and consider moving operations outdoors, where feasible, to prevent transmission. SGVRHT staff finds it has been unable to find a suitable outdoor space with the requisite audio/visual capabilities at which the monthly Committee meetings can be held safely. Similarly, an indoor space with sufficient capacity to accommodate safe social distance practices among members, staff, and the public could not be identified

In order to continue to conduct meetings in a safe manner and to prevent unnecessary COVID-19 exposure to members, staff and the public, staff is recommending that the Board of Directors adopt Resolution 22-19 making certain findings in order to be able to continue teleconferencing for its meetings.

Prepared by:   
Brielle Acevedo  
Regional Housing Trust Manager

Approved by:   
Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A – Resolution 22-19

---

<sup>1</sup> Similarly, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Health Officer declared a local and health emergency due to the threat of COVID-19.

**RESOLUTION NO. 22-19**

**RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) MAKING SPECIFIED FINDINGS TO ENABLE THE BOARD OF DIRECTORS TO CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING**

**WHEREAS**, AB 361 (Rivas), and specifically Government Code section 54953 (“Section 54953”), authorizes local agencies to use teleconferencing without complying with the specified teleconferencing requirements imposed by the Ralph M. Brown Act when the legislative body of a local agency holds a meeting during a declared state of emergency and makes certain findings relating thereto; and

**WHEREAS**, Section 54953 allows for local agencies to teleconference if the legislative body finds, among other things, that state or local official continue to impose or recommend measures to promote social distancing or whether a state of emergency directly impacts the ability of the legislative body to meet safely and that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, on March 4, 2020, the Governor of California proclaimed a State of Emergency to exist in California as result of the threat of COVID-19, which state of emergency remains in place; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Health Officer declared a local and health emergency as result of the threat of COVID-19, which emergency remains in place; and

**WHEREAS**, Los Angeles County and State health officials continue to recommend social distancing as a result of COVID-19; and

**WHEREAS**, due to the resurgence of COVID-19 reported cases and surge of the Delta variant statewide and in particular, in Los Angeles County, the California Department of Public Health’s Best Practice Guidance encourages all governmental entities to refrain from conducting indoor meetings and consider moving operations outdoors, where feasible, in order to prevent transmission; and

**WHEREAS**, SGVCOG’s inability to facilitate Governing Board and Committee meetings using a centralized outdoor space with audio/visual capabilities, as well as the lack of indoor capacity to accommodate safe social distance practices among members and joining staff makes it unsafe for its members and the public to meet safely in person; and

**WHEREAS**, teleconferencing meetings enables the SGVRHT to retain the ability to continue to conduct meetings in a safe manner that would reduce exposure to members and staff to COVID-19; and

**WHEREAS**, public access and participation remain a core value of the SGVRHT, and the SGVRHT has the capability to meet the requirements in Section 54953 to provide



the public with the ability to view, hear, and participate in such meetings in a manner that protects the statutory and constitutional rights of all persons to participate in such meetings; and

**WHEREAS**, as a condition of extending the use of the provisions to conduct remote teleconference meetings without compliance with specified Brown Act teleconference requirements, the SGVRHT must reconsider the circumstances of the state of emergency that exists, and the SGVRHT Board of Directors has done so.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors does hereby find the existence of a local and state of emergency in California caused by COVID-19 continues to directly impact the ability of the SGVRHT to hold public meetings safely in person and local and state health officials continue to recommend social distancing.

PASSED, APPROVED, and ADOPTED by the Board of Directors of the San Gabriel Valley Regional Housing Trust, on the 17<sup>th</sup> day of August 2022.

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

\_\_\_\_\_  
Jed Leano, Chair

**Attest:**

I, Marisa Creter, Executive Director and Secretary of the San Gabriel Valley Regional Housing Trust, do hereby certify that Resolution 22-19 was adopted at a meeting of the Governing Board held on the 17<sup>th</sup> day of August 2022, by the following vote:

<b>AYES:</b>	
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	

\_\_\_\_\_  
Marisa Creter, Secretary

# REPORT

---

DATE: August 17, 2022

TO: Board of Directors

FROM: Marisa Creter, Executive Director

**RE: AWARD OF CONTRACT FOR FAMILY BRIDGE HOUSING SITE OPERATION AND ASSIGNMENT TO THE CITY OF BALDWIN PARK**

## **RECOMMENDED ACTIONS**

- 1.) Authorize the Executive Director to execute an agreement for a not-to-exceed amount of \$997,962.86 with City Net for site operation at the family bridge housing site in Baldwin Park
- 2.) Authorize the Executive Director to assign the Contract to the City of Baldwin Park

## **BACKGROUND**

At its December 2021, meeting, the Board of Directors awarded \$1.25 million in Homeless Pilot Program funding to the City of Baldwin Park to develop 50 beds of homeless housing. The City will achieve this number through its development of a tiny home bridge housing site for families located at 13167 Garvey Ave. Baldwin Park, CA 91706. The site has received a partial operational funding grant from the Los Angeles Homeless Services Authority (LAHSA) and remaining operational costs will be funded by the SGVRHT award and City funds.

The SGVRHT also awarded technical assistance from SRK Architects, Inc. to develop the site plan and provided staff assistance for program management and procurement. Building off the proposals the SGVRHT released last year for the two individual tiny home sites, staff developed and released a Request for Proposals (RFP) for a family bridge housing service provider including the following tasks:

- Develop a site operations plan specific to the Baldwin Park family site;
- Operate the site for one year in accordance with the site operations plan;
- Demonstrate ability to hire and maintain 24/7 staffing and 3 meals daily at the site;
- Leverage existing internal and external homeless services resources to connect clients to permanent housing; and
- Maintain data reporting as required by the LAHSA operational grant, SGVRHT, and City;

Staff received responses from three firms: City Net, Illumination Foundation, and LACADA. A technical evaluation committee (TEC) including staff from the SGVRHT, San Gabriel Valley Council of Governments, and City of Baldwin Park, reviewed the proposals and recommended award of contract to City Net in an amount not-to-exceed \$997,962.86 due to their demonstrated experience in operating similar tiny home sites, their proposed data reporting and responsiveness to inquiries, their demonstrated ability to quickly onboard qualified staff.

# REPORT

---

The SGVRHT executed an initial contract with City Net on August 3, 2022 to enable City Net to begin hiring efforts and development of the site plan in an amount not to exceed \$50,000. The scope of work of this contract will be replaced by Amendment 1. The initial contract and amendment 1 will be assigned to the City of Baldwin Park immediately and the SGVRHT will not incur any expenses as a result of this contract.

Prepared by: Brielle Acevedo  
Brielle Acevedo  
Regional Housing Trust Manager

Approved by: Marisa Creter  
Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A- Professional Services Agreement for Family Bridge Housing Service Provider

Attachment B- Amendment 1 to PSA

Attachment C- Assignment of PSA and Amendment 1 to City of Baldwin Park

**PROFESSIONAL SERVICES AGREEMENT  
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST  
AGREEMENT 22-19  
FOR  
FAMILY BRIDGE HOUSING SERVICE PROVIDER  
WITH  
KINGDOM CAUSES, DBA CITY NET**

This Agreement for Consultant Services (“Agreement”) is made and entered by and between the San Gabriel Valley Regional Housing Trust (“SGVRHT”) and Kingdom Causes, dba City Net (“Consultant”), a California Corporation.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. Scope of Services.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the reasonable satisfaction of the SGVRHT, the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the SGVRHT to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Exhibit “A” describes the total Scope of Services that the SGVRHT anticipates it may assign to Consultant over the term of the Agreement. Consultant is only authorized to undertake services as directed by SGVRHT’s Project Manager. It is understood and agreed that the total Scope of Services is only an estimate and that the actual services ultimately required of Consultant by SGVRHT may be less than the Scope of Services. Further, it is understood and agreed that the SGVRHT makes no guarantee, either express or implied, as to the actual services that will be authorized under this Agreement.

It is understood that Consultant shall coordinate its services hereunder with the Brielle Acevedo, SGVRHT’s Project Manager, to the extent required by the SGVRHT’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the SGVRHT’s Project Manager and Executive Director.

Except as otherwise authorized by the SGVRHT's Project Manager, Jessica Bruce, Consultant’s Project Manager, shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under

this Agreement, but SGVRHT reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on SGVRHT's premises.

## **2. Term of Agreement.**

This Agreement shall take effect August 3, 2022, and shall continue until September 30, 2022 ("Term"), unless earlier terminated pursuant to the provisions herein. SGVRHT's Executive Director shall have the option to extend this Agreement, up to two additional one-year terms by giving Consultant at least thirty (30) days written notice prior to the expiration of the Term or any extension thereof. Any extended term shall be subject to the same terms and conditions contained herein; provide that Consultant and SGVCOG shall negotiate any increase in Consultant's hourly rate, but in no event shall the increase exceed the lesser of 3% or the amount the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the adjustment date (the "Index Month") as reported by the United States Bureau of Labor Statistics.

## **3. Compensation and Method of Payment.**

(a) This agreement will be a time and materials contract, and the Consultant shall be paid for its services performed to the satisfaction of SGVRHT in the manner and in the amounts set forth in Exhibit "B". Consultant shall be reimbursed without markup for the cost of all reasonable and necessary business expenses that are incurred in performing the services covered by this Agreement and that can be supported by documentation acceptable to the SGVRHT.

(b) The total not-to-exceed compensation for all services performed under this Agreement shall not exceed Fifty Thousand Dollars and 00/100 (\$50,000.00), without the parties entering into a written amendment to this Agreement. The above amount shall include all costs, including, but not limited to, any business expenses incurred by Consultant. Notwithstanding the not to exceed amount, Consultant shall only incur such costs as are reasonable and necessary in performing this Agreement in the best interests of the SGVRHT. If at any time Consultant estimates the cost of performing the services will be exceeded, Consultant shall immediately notify the SGVRHT in writing, stating the estimated amount necessary to complete the services under this Agreement. SGVRHT has no obligation to pay any costs incurred by Consultant in excess of the not to exceed amount in the absence of an amendment to this Agreement.

(c) Each month Consultant shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. SGVRHT shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in accordance with the amounts contained in Exhibit "B" and this Agreement. The invoice shall include the following columns: Project Task, Labor Category, Date, Detailed Comments of Work Performed, Individual Performing the Work and Title, Hourly Rate and Hours. Consultant shall also provide timesheets and receipts as supporting documentation for each invoice. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to this Section. In the event any charges or expenses are disputed by SGVRHT, SGVRHT shall withhold that portion of the invoice that is in dispute and remit the remainder.

(d) Except as to any charges or expenses disputed by SGVRHT, SGVRHT will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice meeting the requirements herein.

**4. Priority of Documents.**

This Agreement and any attached Exhibits or documents incorporated herein by reference are intended to describe the Parties complete agreement, however, in the event of any conflict with the provisions of this Agreement and the attached Exhibits or documents, this Agreement shall control.

**5. Consultant's Books and Records.**

Consultant shall maintain all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVRHT pursuant to this Agreement. All such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. All such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of SGVRHT and its expenditures.

**6. Ownership of Documents.**

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVRHT and may be used, reused or otherwise disposed of by the SGVRHT without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to SGVRHT all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have prepared for use in performing services hereunder. With respect to computer files, Consultant shall make available to the SGVRHT, upon reasonable written request by the SGVRHT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Consultant shall have no liability for SGVRHT's reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**7. Status of Consultant.**

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVRHT. Consultant shall have no authority to bind SGVRHT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against

SGVRHT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVRHT.

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVRHT, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVRHT.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVRHT, including but not limited to eligibility to enroll in the Public Employees Retirement System as an employee of SGVRHT.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by an authority having jurisdiction over SGVRHT, to not be a wholly independent contractor, then Consultant shall indemnify and reimburse SGVRHT for any costs, including attorneys' fees, that SGVRHT incurs arising out of such claim or determination including, but not limited to, any benefits SGVRHT is required to provide, or payroll taxes or Workers' Compensation claims it is required to pay, as well as for the payment of any penalties and interest on such contributions.

#### **8. Deficient Services.**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. SGVRHT may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVRHT, Consultant shall immediately re-perform, at its own costs, the services that are deficient. SGVRHT shall endeavor to notify Consultant in writing of the existence of such deficient services in a timely manner, although its failure to do so shall not affect any remedy it may have under this Agreement or at law with respect to such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Consultant from any responsibility under this Agreement.

#### **9. Compliance with Applicable Laws; Permits and Licenses.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVRHT, nor any elected or appointed

boards, officers, officials, employees, members or agents of SGVRHT, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this Section.

**10. Nondiscrimination.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SGVRHT relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in performing this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**11. Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant employ such unauthorized aliens for the performance of services covered by this Agreement, and should any liability or sanctions be imposed against SGVRHT for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse SGVRHT for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by SGVRHT.

**12. Conflicts of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVRHT or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVRHT. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVRHT in the performance of this Agreement.



**13. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. SGVRHT has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of its duties or obligations under this Agreement or any portion thereof, without the prior written consent of the SGVRHT. Any attempted assignment shall be ineffective, null and void, and constitute a material breach of this Agreement entitling SGVRHT to any and all remedies at law or in equity, including summary termination of this Agreement.

**14. Indemnification.**

To the greatest extent permitted by California Civil Code section 2782.8, Consultant shall indemnify, defend with counsel approved by SGVRHT, and hold harmless SGVRHT, its member agencies, the City of Baldwin Park, and their respective officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of SGVRHT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SGVRHT. Should SGVRHT in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the SGVRHT its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The SGVRHT shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the Indemnitees shall survive termination of this Agreement.

**15. Insurance.**

Without limiting its obligations pursuant to this Agreement, Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, the

insurance coverage as set forth herein. All insurance policies shall be subject to approval by SGVRHT as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVRHT. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Consultant shall provide the following scope and limits of insurance:

15.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVRHT.

Workers' Compensation insurance if and as required by the California Labor Code and Employer's Liability insurance covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Consultant's profession.

15.2 Limits of Insurance. Consultant shall maintain limits of insurance no less than:

General Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Automobile Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Professional Liability: \$1,000,000 minimum limit per claim. If such insurance is on a claims-made basis, Consultant agrees to keep such insurance in full force and effect for at least three years after termination or date of completion of this Agreement.

15.3 Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

15.4 All Policies. Each insurance policy required herein, other than professional liability shall provide that the coverage shall not be non-renewed, cancelled or reduced by the insurer or Consultant except after at least ten (10) days' prior written notice by Certified mail, return receipt requested, has been given to SGVRHT. As soon as Consultant becomes aware, it shall provide to SGVRHT notice of suspension or voiding of any coverage or reduction in coverage which results in Consultant not meeting the minimum requirements set forth in this Agreement.

15.5 General Liability and Automobile Liability Coverages. The Indemnitees shall be named as additional insureds on all policies of general liability, property damage, and automotive liability insurance for all work performed by Consultant under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to Indemnitees.

Consultant's insurance coverage shall be primary insurance with respect to the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees.

Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVRHT, and its respective elected and appointed officers, officials, members or employees.

15.6 Workers' Compensation and Employer's Liability Coverage. Unless the SGVRHT otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from services performed by Consultant.

15.7 Other Requirements. Consultant agrees to deposit with SGVRHT, at or before the performance of any services under this Agreement, certificates of insurance and additional insured endorsements or a copy of the policy evidencing same, necessary to satisfy SGVRHT that Consultant has complied with the insurance provisions of this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVRHT reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors, if any, as insureds under its policies or furnish separate certificates and endorsements from each subcontractor evidencing the same minimum coverage requirements that Consultant must provide.

Any deductibles or self-insured retentions must be declared to and approved by SGVRHT, such approval not to be unreasonably withheld.

All policies of insurance, except professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or is otherwise approved in writing by SGVRHT.

## **16. Termination of Agreement.**

Notwithstanding anything to the contrary herein, SGVRHT may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress, unless the notice provides otherwise, except those services necessary to effectuate the termination. Upon termination of this Agreement, Consultant shall furnish to SGVRHT a final

invoice for work performed and expenses incurred by Consultant, as required by this Agreement. SGVRHT shall not be liable for any claim of lost profits.

**17. Default.**

In the event either party defaults in its obligations hereunder, the non-defaulting party may declare a default by written notice to the defaulting party. The notice shall specify the basis for the default and the cure, which cure shall be implemented within thirty (30) days of the date of the notice or such longer time as may be provided in the notice. If cure is not made within the time provided in the notice, then this Agreement shall terminate and the non-defaulting party shall have all remedies available under this Agreement and the law.

**18. Notices.**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter, Executive Director  
San Gabriel Valley Regional Housing Trust  
1000 S. Fremont Avenue  
Suite 10-210  
Alhambra, CA 91803

with a copy to: David DeBerry, SGVRHT General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd., Suite 1200  
Costa Mesa, CA 92626

To Consultant: Brad Fieldhouse, Executive Director  
Kingdom Causes, dba City Net  
4508 Atlantic Avenue, Suite 292  
Long Beach, CA 90807

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**19. Binding Effect.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**20. Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by SGVRHT of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**21. Law to Govern; Venue.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**22. Entire Agreement.**

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and SGVRHT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

**23. Section Headings.**

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

**24. Severability.**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**25. Time is of the Essence.**

Time is of the essence in the performance of this Agreement. As Task Orders are issued, Consultant agrees to commence the work provided therein and to diligently prosecute the work in the time provided in the Task Order, if any.

**26. Delays.**

Neither Party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of such Party. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. Consultant's sole remedy for delays outside its control shall be an extension of time. Consultant must document any delay and request an extension of time in writing at that the time of the delay to the satisfaction of SGVRHT.

**[Signature page to follow]**

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

**KINGDOM CAUSES, DBA CITY NET**

By BRAD FIELDHOUSE

Title: Executive Director

Date: 08/06/2022

By [Signature]

Title: Secretary

Date: 08/08/2022

**SAN GABRIEL VALLEY REGIONAL HOUSING TRUST**

By Marisa Creter  
MARISA CRETER  
Executive Director

Date: 08/08/2022

APPROVED AS TO FORM:

David DeBerry  
DAVID DeBERRY  
General Counsel

- \*NOTE: If Consultant is a corporation, the SGVRHT requires the following signature(s):**
- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
  - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

## SCOPE OF SERVICES

### Task 1.1 Project Management

City Net will hold kick-off meeting the week of August 8, 2022 and 6 weekly meetings with project team during Plan creation and initial client intake process. City Net will host monthly meetings with project team once the site is operational to discuss onsite service provision, site needs, community feedback, and other operational updates. City Net will also be responsible for providing a monthly report in a format approved by the SGVRHT, SGVCOG, and the City demonstrating aggregate enrollment and exit data and provision of/connection to services. In addition to the monthly reporting, if incidents occur onsite, City and SGVRHT staff will be notified and provided an incident report within 24 hours.

The Consultant will make the site available for tours from SGVRHT, SGVCOG, City staff, and other parties as requested by either SGVRHT or City staff. Tours will take place on an as needed basis on weekdays between 9AM and 5PM with at least 48-hour notice provided.

**Deliverables:** Kick-off meeting agenda & meeting notes (1); weekly meeting agendas and notes (6); monthly meeting agendas and meeting notes (12); facilitate onsite tours (as needed)

### Task 1.2 Plan Development & Staff Onboarding

City Net will work with the SGVRHT, SGVCOG, and City staff to develop an Operations, Staffing, and Services Plan (Plan) for the site. The Plan should outline how the site will be operated to ensure that all site residents receive the resources that they need to move into permanent housing as quickly as practicable. The Plan should operationalize how City Net will work with stakeholders to maximize participant and program success by balancing on-site services with existing services available through CES, the County of Los Angeles, and the City's existing services contracts and resources. The Plan should outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. The Plan should also outline the approach to ensure that all needed services are available for the site's participants, and for services not available at the site, where the services can be found and how they would be accessed. For example, the Plan should maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators. City Net should include specific partnership opportunities with additional service providers and agencies in the region providing resources to families experiencing homelessness. City Net should include any additional Plan components required to ensure site safety, provision of family specific services, and other components as recommended by City Net.

Current with the development of the plan, City Net should begin recruiting and onboarding efforts to staff the site by the operations date. Staff must be onboarded prior to September 26, 2022.

The Plan should include the following components at a minimum:

#### **Program Policies and Procedures: Eligibility and Referrals, Program Intake, Program Exit**

- **Program Eligibility:** City Net will develop policies and procedures for identifying eligible participants. The site will serve families experiencing homelessness with a local preference for families with a nexus to Baldwin Park. For this project, families are defined as one or more legal guardians and one or more minor children. Participants must not need



hospitalization or skilled nursing care. Adult participants must be able to manage Activities of Daily Living (i.e., ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently). Adult participants should include those with less urgent needs, considered moderate or mid-range acuity, or low acuity (or low to moderate service needs). Participants must be able to meet any custody, parole, or other legal requirements while residing at the site in to be eligible. The Plan's participant eligibility requirements should aim to maximize the likelihood of success of placing participants into permanent housing.

- **Referrals Process:** City Net will develop policies and procedures for accepting referrals. Plan will include accepting referrals from City staff, City public safety teams, City- and SGVCOG-contracted housing navigators, CES-outreach teams, and other CES partners (hereafter referred to as "Partners"). City Net will work with Partners to prioritize participants living adjacent to the site and those experiencing homelessness in the site's jurisdiction, surrounding jurisdictions, or Service Planning Area (SPA) 3.
- **Program Intake:** City Net will establish an intake process and procedures. Plan will include ensuring that all participants are enrolled in HMIS and updating information in HMIS.
- **Housing and Services Plan:** For those participants that do not have one, following intake and assessment, City Net must work with each participant and any case manager and/or housing navigator to develop a Housing and Services Plan. Plan should include existing services to which to connect the participant. If the participant already has a Housing and Services Plan, City Net will work with the participant and their existing housing navigator to update the plan as necessary. City Net will work with the participant and other assigned case managers to complete a monthly update to assess progress towards achieving the goals defined in the Housing and Services Plan.
- **Community Rules:** City Net will develop policies and procedures for individual family units and communal areas to ensure safety of all participants with particular attention to supervision of children at the site. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.
- **Program Exit:** City Net will develop policies and procedures that adhere to best practices for exiting participants from the site. These include striving to move participants out of the Program and into permanent housing as quickly as possible, assisting with reunification services or assisting the participant with self-resolving their housing bridge, and otherwise assisting participants in fulfilling their Housing and Services Plan. The policies and procedures should also establish expectations for lengths of stay and when participants should otherwise be exited from the program (e.g. not utilizing a unit; hospitalization; incarceration). Plan will include entering exit information into a case note in HMIS and submitting an SGVRHT exit form.
- **Safety Concerns:** City Net will establish protocols when a participant is deemed a risk to the safety of City Net's staff or other participants. City Net must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

### Site Management and Oversight

- Plan will include the following
  - Provision of three meals per client prepared onsite or delivered to the site daily

- Meals should include consideration of dietary needs based on resident composition i.e. Baby formula, age appropriate snacks, and frequency based on nutritional needs.
- 24/7 site staffing and procedures
- Coordinate with the City to facilitate trash pick-up and regular cleaning of the site and ensure the facility remains sanitary. Trash pick-up will be provided by the City.
- Maintain site accessibility. City will provide ADA accessible units and paths of travel. City Net will maintain accessible paths of travel and provide reasonable accommodations for the laundry room and other amenities as needed. Coordinate with volunteers and accept and distribute donations as appropriate.
- Ensure that the site is operated in a way that is consistent with its intended use and ensure that the SGVRHT and the City maintain their warranties on the product. Should issues arise that prevent City Net from operating the site consistent with expectations, City Net is responsible for notifying the City within twenty-four (24) hours.
- Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
- Promptly and appropriately respond to the needs of participants, including referrals to medical, mental health, and other relevant service providers. The plan must include procedures for addressing emergency situations including notifying the SGVRHT and City within twenty-four (24) hours.

#### **Case Management, Housing Navigation, and Connection to Existing Services**

- **Coordination with Existing Case Managers and Housing Navigators:** The Plan will include coordination with participants' existing case managers and housing navigators to facilitate linkage to services and referrals to permanent housing. The Plan will outline how to efficiently coordinate with existing case managers and housing navigators.
- **Site-Based Case Management and Housing Navigation:** City Net will provide case management services to assist participants in accessing permanent housing through referrals to housing programs, such as Rapid Rehousing, Permanent Supportive Housing, and affordable housing, or assisting the participant in self-resolving their housing bridge. The Plan will outline how to efficiently provide case management and housing navigation at the site and in collaboration with existing offsite resources. This includes both how clients will be connected to vouchers and how clients will be supporting in securing housing where the vouchers can be used.
- **Coordination with Department of Children and Family Services (DCFS):** City Net will coordinate with DCFS and other departments to ensure families are in compliance and receive necessary services. City Net will provide site access to these agencies as required.
- **Coordination with School District:** City Net will coordinate with staff at local schools to meet the needs of children residing at the site.
- **Connection to Existing Services:** In addition to housing support, case management should include linkage to services, including but not limited to health care, behavioral or mental health services, substance use treatment, employment services, and identifying transportation to those services. City Net is expected to connect participants to existing services in SPA 3 as needed.

#### **Staffing Levels, Qualifications, and Schedule**

- City Net should detail proposed staffing levels to provide full time case management and housing navigation, 24/7 security staffing, facilitate clients' needs including showers, meals, and connection to additional services, and provision of 3 meals per day for clients. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.

#### **Support Securing Additional Funding and Resources**

- Plan should maximize connection to programs for which participants are eligible, for example Medicaid/Medi-Cal, Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), and Social Security Disability Insurance (SSDI). Plan will also include coordination with the SGVRHT, SGVCOG, and City to engage community groups and members by pursuing donations to support the site. This could include donations of food, clothing, funding, or other resources. City Net will not be expected to lead this effort but will be asked to provide recommendations and connections, and support the outreach efforts.
- Plan should include connections to services for children including but not limited to tutoring and homework help. The Proposer will not be responsible for providing these services directly, but will help facilitate site access and program participation.
- Plan should include anticipated direct expenses to support clients including, but not limited to, the purchase of diapers, formula, clothing, and school supplies.

***Deliverables:*** Outline of Operations and Services Plan; Draft & Final Operations and Services Plan

**COMPENSATION**

Compensation will be on a time and materials basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$50,000.00**. Each month, City Net shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month.

***Table 1: Budget***

<b>Task</b>	<b>Not-to-Exceed Amount</b>
Task 1.1: Project Management	\$10,000
Task 1.2: Plan Development and Staff Onboarding	\$40,000
<b>TOTAL</b>	<b>\$50,000</b>

**Certificate Of Completion**

Envelope Id: 2B7DDDE880214CC18B414A88D6900151	Status: Completed
Subject: Please DocuSign: 22-19_Family Bridge Housing Service Provider_PSA_CityNet	
Source Envelope:	
Document Pages: 17	Signatures: 4
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Turner Lott
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4900 Rivergrade Road
	Suite A120
	Irwindale , CA 91706
	tlott@sgvcog.org
	IP Address: 76.91.22.130

**Record Tracking**

Status: Original	Holder: Turner Lott	Location: DocuSign
8/4/2022 8:06:04 AM	tlott@sgvcog.org	

**Signer Events**

Signer Events	Signature	Timestamp
Brielle Acevedo bacevedo@sgvrht.org Regional Housing Trust Coordinator San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 47.146.249.151	Sent: 8/4/2022 8:13:39 AM Viewed: 8/4/2022 8:25:00 AM Signed: 8/4/2022 9:27:14 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

David DeBerry ddeberry@wss-law.com General Counsel Security Level: Email, Account Authentication (None)	<i>David DeBerry</i>  Signature Adoption: Pre-selected Style Using IP Address: 34.208.136.214	Sent: 8/4/2022 9:27:16 AM Viewed: 8/4/2022 10:23:42 AM Signed: 8/4/2022 10:24:18 AM
--	--	---

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Art Gray artgray08@gmail.com Secretary Security Level: Email, Account Authentication (None)	<i>Art Gray</i>  Signature Adoption: Drawn on Device Using IP Address: 47.157.17.116 Signed using mobile	Sent: 8/4/2022 10:24:19 AM Resent: 8/4/2022 3:03:06 PM Viewed: 8/8/2022 4:21:04 PM Signed: 8/8/2022 4:23:55 PM
--	--	---

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

BRAD FIELDHOUSE brad@citynet.org Executive Director City Net Security Level: Email, Account Authentication (None)	<i>BRAD FIELDHOUSE</i>  Signature Adoption: Pre-selected Style Using IP Address: 47.176.124.42	Sent: 8/4/2022 10:24:19 AM Viewed: 8/6/2022 8:09:13 PM Signed: 8/6/2022 8:12:15 PM
---	---	--

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Marisa Creter  MCreter@SGVCOG.org  Executive Director  San Gabriel Valley Council of Governments  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Marisa Creter</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 76.169.107.168  Signed using mobile</p>	<p>Sent: 8/8/2022 4:23:57 PM  Viewed: 8/8/2022 9:02:29 PM  Signed: 8/8/2022 9:02:42 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dennis Dalan  ddalan@sgvcog.org  Accounting Manager  San Gabriel Valley Council of Governments  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/8/2022 9:02:44 PM</p>
<p>Dieudonne Wankwe  dwankwe@sgvcog.org  Accountant  San Gabriel Valley Council of Governments  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/8/2022 9:02:45 PM</p>
<p>Melissa Truong  mtruong@sgvcog.org  Senior Accountant  San Gabriel Valley Council of Governments  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/8/2022 9:02:45 PM</p>
<p>Yanin Rivera  yrivera@sgvcog.org  Senior Administrative Assistant  San Gabriel Valley Council of Governments  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/8/2022 9:02:46 PM</p>
Witness Events	Signature	Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	8/4/2022 8:13:39 AM
Certified Delivered	Security Checked	8/8/2022 9:02:29 PM
Signing Complete	Security Checked	8/8/2022 9:02:42 PM
Completed	Security Checked	8/8/2022 9:02:46 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement (“First Amendment”) is made and entered into as of **August XX, 2022**, by and between the San Gabriel Valley Regional Housing Trust, a California joint powers agency (“SGVRHT”), and Kingdom Causes, dba City Net, a California corporation (herein referred to as the “Consultant”) with reference to the following:

A. The SGVRHT and the Consultant entered into that certain Consultant Services Agreement dated as of [REDACTED], 2022, which is incorporated herein by this reference (the “Original Agreement”); and

B. The SGVRHT and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

**2. Revised Scope of Services.** The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

**3. Term.** The Term of the Original Agreement as set forth in Section 2 therein is from **August 3, 2022 to September 30, 2022**. This First Amendment extends the Term up to and including **September 30, 2023**.

**4. Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Fifty Thousand Dollars (\$50,000). Section 3 of the Original Agreement is hereby amended to provide for an increase of Nine Hundred Forty-Seven Thousand Nine Hundred Sixty-Two Dollars & 86/100 (\$947,962.86) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed Nine Hundred Ninety-Seven Thousand Nine Hundred Sixty-Two Dollars & 86/100 (\$997,962.86) without the prior authorization of the SGVRHT. Exhibit “B” of the Original Agreement entitled “Compensation”, is deleted in its entirety and replaced with Exhibit “B”, attached hereto and incorporated herein by the reference.

**5. Integration.** This First Amendment and all attachments hereto (if any)



integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

**IN WITNESS** hereof, the parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

“SGVRHT”

KINGDOM CAUSES, DBA CITY NET

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

\*By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Marisa Creter

Title: \_\_\_\_\_

Title: Executive Director

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM

Title: \_\_\_\_\_

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

**\*NOTE: If Consultant is a corporation, the SGVRHT requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

**EXHIBIT "A"**

**ADDITIONAL SCOPE OF SERVICES**

[Behind this page.]

### **Task 2.1 Site Preparation**

City Net will work with the City, SGVRHT, and SGVCOG to identify the initial list of clients to be served at the site. City Net will host a kick-off meeting no later than September 8, 2022 and 3 weekly check-in calls with SGVRHT, SGVCOG, and the City to facilitate initial client enrollment. City Net will provide SGVRHT, SGVCOG, and City with a referral form to ensure all necessary client information is provided to City Net to begin the screening and enrollment process. Once 16 households are identified, City Net will begin to keep a waiting list of at least 8 households. City Net will facilitate on-site client intake and move-ins on site opening date. The site is expected to be fully occupied within 1 week of opening. Site opening date is September 26, 2022.

SGVRHT and City staff will facilitate a site walk through prior to opening.

**Deliverables:** Referral form; Initial client list (16 households) and waitlist (8 households); attend site walk through

### **Task 2.2 Site Operation**

City Net will operate the site for one year, from September 26, 2022 to September 22, 2023, with the two, one-year options to extend the term if mutually agreed upon by SGVRHT and City Net. City Net will operate the site in accordance with the approved Operations, Staffing, and Services Plan (Plan) and must maintain a 90% or greater occupancy rate. City Net will provide 24/7 security in accordance with the Plan. City Net staffing will follow the levels detailed in the Annual Budget in Exhibit B.

As further detailed in the plan, staffing will include:

- Residential Coordinator- 7 FTE: support client needs including meals and
- Case Manager- 1 FTE: perform client intakes and exits, maintain HMIS data, perform case management and housing navigation
- Site Manager- 1 FTE: Site and program supervision
- Additional staffing to support human resources, finance, and operations

As further detailed in the plan, services will include:

- 24/7 staffing
- 3 ready to eat meals per client daily which are prepared onsite or delivered to the site

**Deliverables:** Onsite staffing in accordance with Plan; 24/7 security; 3 meals per day for 16 households (estimated 45-50 individuals).

### **2.3 Closure of Site and Transition of Current Residents**

At the end of the one-year pilot program period (unless extended) or upon determination of site closure, City Net will work with SGVRHT, SGVCOG, and the City to provide appropriate housing and shelter for any clients onsite as detailed in the Operations and Services Plan. City Net will provide SGVRHT with a summary of all services provided at the 1528712.1

site and a summary of client exits including the transfer of any clients onsite at the time of site closure.

***Deliverables:*** Transfer for all clients onsite; HMIS reporting of site closure and client transfers; final report of all services provided during site operation.

## **EXHIBIT "B"**

### **COMPENSATION**

Compensation will be on a time and materials basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$997,962.86**. Each month, City Net shall furnish to SGVRHT an original invoice, with appropriate backup, for all work performed and expenses incurred during the preceding month.

**ASSIGNMENT OF  
AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST  
AND  
KINGDOM CAUSES, DBA CITY NET  
AND  
CITY OF BALDWIN PARK**

This assignment of the Agreement and First Amendment to operate a non-congregate bridge housing site for the homeless (“Assignment”) is entered into by and between the San Gabriel Valley Regional Housing Trust (the “SGVRHT”), Kingdom Causes, dba City Net (“Consultant”) and the City of Baldwin Park, a municipal corporation (“City”) is dated to be effective as of August \_\_\_\_, 2022 (“Effective Date”). SGVRHT, Consultant and City are collectively referred to herein as the Parties.

*RECITALS*

A. SGVRHT entered into an Agreement dated August 4, 2022 (“Agreement”), and a First Amendment to Agreement dated [REDACTED], 2022 (“First Amendment”) with Consultant to operate a bridge housing program for families at a City site located at 13167 Garvey Avenue in the City (the “Site”).

B. SGVRHT and the City entered into an agreement dated February 16, 2022, in which SGVRHT agreed to provide funding assistance to the City to develop the Site for homeless housing and services.

C. It is the desire of the Parties to assign the Agreement and First Amendment to the City upon the terms and conditions set forth herein.

**NOW THEREFORE**, based on the above, the Parties agree as follows:

1. **DEFINED TERMS.** Except as otherwise defined herein, all capitalized terms used herein shall have meanings set forth for such terms in the Agreement.

2. **ASSIGNMENT.** The Parties individually and collectively agree as follows: (a) SGVRHT fully assigns the Agreement and First Amendment, which are attached hereto as Exhibit “A”, and incorporated herein by reference, to the City under the terms hereunder; (b) the City accepts this Assignment under the terms hereunder; and (3) Consultant approves such Assignment under the terms hereunder. In accepting this Assignment, the City shall assume all SGVRHT rights, duties and obligations arising under the Agreement and First Amendment including the obligation to make any payments to Consultant for work performed prior to the Effective Date. City represents that it has thoroughly familiarized itself with and examined the Agreement and First Amendment, understands their content, and has the expertise and ability to fulfill all SGVRHT obligations under the Agreement and First Amendment as provided therein.

Consultant agrees to look only to City for any payments owed for work performed under the Agreement and First Amendment.

**3. INSURANCE/INDEMNITY.** Notwithstanding the foregoing, Consultant's obligation to defend and indemnify SGVRHT, its officers, agents, and employees (the "SGVRHT Indemnitees") and name the SGVRHT Indemnitees as additional insureds shall continue as set forth in the Agreement.

**4. NOTICES.** All notices required or permitted to be given under the Agreement and this Amendment No. 1 shall be in writing and be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter  
Executive Director  
San Gabriel Valley Regional Housing Trust  
1000 S. Fremont Avenue, Unit 42  
Building A-10N, Suite 10-210  
Alhambra, CA 91803  
Telephone: (626) 457-1800

With a copy to: David A. DeBerry  
General Counsel  
SGVRHT  
c/o Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, California 92626  
Telephone: (714) 415-1088

To Consultant: Kingdom Causes, dba City Net

To City: City of Baldwin Park

**5. ENTIRE AGREEMENT.** This Assignment contains the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between the Parties, excepting therefrom the agreement between SGVRHT and the City referenced in Recital B above. No statements, representations, or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Assignment shall be valid and binding unless in writing duly executed by the Parties or their

authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment to be effective as of the Effective Date.

**CITY OF BALDWIN PARK**

By: \_\_\_\_\_

Name:

Title: City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name:

City Attorney

**SAN GABRIEL VALLEY REGIONAL HOUSING TRUST**

By: \_\_\_\_\_

Name: Marisa Creter

Title: Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

David DeBerry, General Counsel

**KINGDOM CAUSES, DBA CITY NET**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



**EXHIBIT A**  
**AGREEMENT AND FIRST AMENDMENT**