

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

THURSDAY, JUNE 15, 2023 – 3:30 P.M. SGVCOG Office

1333 S. Mayflower Avenue, Suite 360 Monrovia, CA 91016

SGVRHT Officers

Chair Jed Leano

Vice-Chair Becky Shevlin

Jurisdictional Representatives

Northeast Representative
Gary Boyer, Glendora

Northwest Representative Becky Shevlin, Monrovia

Central Representative Emmanuel Estrada, Baldwin Park

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

West Covina

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) Monrovia Office, 1333 S. Mayflower Avenue, Suite 360, Monrovia, CA, and on the website, www.sgvcog.org. Copies are available via email upon request (sgv@sgvcog.org). A copy of the agenda is also posted for public viewing at the entrance of the SGVCOG Monrovia Office Building. Any additional agenda documents that are distributed to a majority of the Board after the posting of the agenda will be available for review in the SGVCOG office during normal business hours and on the SGVCOG website noted above.

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. A person who continues to disrupt the orderly conduct of the meeting, after being warned by the Board Chair or designee to cease the disruption, may be precluded from further participation in the meeting.

TO ADDRESS THE GOVERNING BOARD: At a regular meeting, the public may comment: (i) on any matter within the jurisdiction of the Board of Directors that is not on the agenda during the public comment period at the beginning of the agenda; (ii) on any item(s) that is on the Consent Calendar prior to action taken on the Consent Calendar; and (iii) on any other agenda item prior to the time it is considered by the Board. 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 are requested to state their name prior to speaking. Comments are limited to a maximum of three minutes per person. The Board President may impose additional time limits if comments become repetitious, an individual member of the public seeks to speak on numerous items, or a large number of members of the public seek to speak on an item. Except in limited situations, the Board may not take action on items not appearing on the agenda and/or discuss them at length.

If you would like to provide a public comment during a Board meeting, please see "Instructions for Public Comments" below.

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.



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.



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.

TELECONFERENCE LOCATIONS: State law allows Board Representatives to teleconference from remote locations as long as certain conditions are met, including listing the teleconference locations in the agenda. The following locations are hereby noticed as teleconference locations, which are accessible to the public for the purposes of observing this meeting and/or addressing the Governing Board.

Pomona City Hall
Benita DeFrank (Housing and
Homeless Representative)
Chuck Bader Conference Room
505 S. Garey Ave.
Pomona, CA 91769

South Gate City Hall Carol Averell (Housing and Homeless Representative) 8650 California Avenue South Gate, CA 90280

Claremont City Hall Jed Leano (At-Large) 207 Harvard Ave., Claremont, CA 91711

<u>Instructions for Public Comments</u>: 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 Salazar at bsalazar@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.
- Verbal Comments (In Person): If you would like to make a public comment at the Governing Board meeting location, please fill out a public comment card. Comment cards will be made available to you by staff at the entrance to the meeting room. If you are attending the meeting at a noticed teleconference location and would like to make a public comment, please raise your hand when the item upon which you wish to speak comes up on the agenda.
- Verbal Comments (Zoom): If you would like to participate by teleconference from a private location, please email Brielle Salazar (<u>bsalazar@sgvrht.org</u>) to request an attendee Zoom link at least 24 hours before the meeting. Through Zoom, you may provide a verbal comment by using the web interface "Raise Hand" feature when the agenda item upon which you wish to speak is to be considered. You will then be called upon to provide your verbal comments.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Brielle Salazar at least 48 hours prior to the meeting at (626) 457-1800 or at bsalazar@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.

ACTION ITEMS 10 MINUTES

5. Operation Stay Safe Site Operation Contract- Page 1
Recommended Action: 1.) Authorize the Executive Director to execute an Agreement for Operation Stay Safe site operation with Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) for a not-to-exceed amount of \$1,950,000.2.) Authorize the Executive Director to assign the Contract to the City of Montebello or manage the contract on behalf of the City 3.) Authorize a not-to-exceed amount of \$517,000 in Homeless Housing Pilot Program funds for Site Operation Agreement expenses

ADJOURN

REPORT

DATE: June 15, 2023

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: APPROVE CONTRACT FOR OPERATION STAY SAFE SITE OPERATION

AND POTENTIAL ASSIGNMENT TO THE CITY OF MONTEBELLO

RECOMMENDED ACTIONS

1.) Authorize the Executive Director to execute an Agreement for Operation Stay Safe site operation with Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) for a not-to-exceed amount of \$1,950,000.

- 2.) Authorize the Executive Director to assign the Contract to the City of Montebello or manage the contract on behalf of the City.
- 3.) Authorize a not-to-exceed amount of \$517,000 in Homeless Housing Pilot Program funds for Site Operation Agreement expenses.

BACKGROUND

Operation Stay Safe (OSS), the 30-unit interim housing shelter in the City of Montebello, opened in July of 2022 with an initial one-year site operation term ending June 30, 2023. The contract with the initial service provider, Volunteers of America Los Angeles (VOALA), contained two optional one-year extensions at the mutual agreement of VOALA and SGVRHT. In March 2023, VOALA notified the SGRVHT that it did not intend to operate the site after the initial term ending June 30, 2023. In March 2023, the SGVRHT released a Request for Proposals for a Site Operator for the second year of operations at OSS, with a focus on service provision for high acuity individuals experiencing homelessness. The Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) was the only responsive bidder. The technical evaluation committee (TEC) included SGVRHT and City of Montebello staff. The TEC recommended contracting with L.A. CADA given their demonstrated experience in operating high-acuity sites, their proposed data reporting and responsiveness to inquiries, and their demonstrated ability to quickly onboard qualified staff.

DICUSSION

In September 2021, the Board of Directors approved \$4 million for Homeless Housing Pilot Programs which provided funding for the first year of operational costs at individual tiny home sites Esperanza Villa and Operation Stay Safe, and capital costs for Serenity Homes, the family bridge housing site in Baldwin Park. At its October 2022 meeting, the Board of Directors approved \$478,000 in Homeless Housing Pilot Program funds to backfill a pending LAHSA award for operational costs for Serenity Homes. The City is working with LAHSA to secure the funds and will not require the SGVRHT funds. The

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REPORT

SGVRHT has an additional \$39,000 of unallocated Homeless Housing Pilot Program funds, for a total of \$517,000. Staff recommends that these funds be used to support the second year of operations at OSS to continue the program and support the provision of services to high acuity individuals experiencing homelessness. The City of Montebello has received a partial operational funding grant from the LA County Homeless Initiative through the Cities and Councils of Governments Interim Housing Services (CCOGIHS) fund and an encampment resolution grant. The SGVRHT is also supporting the City in pursuing additional funding sources including additional CCOGIHS funding and Medi-Cal reimbursement for eligible site operator staff and services. The SGVRHT funds would be provided on a reimbursement basis in an amount not to exceed \$517,000 and would only be utilized if sufficient other sources are not identified. The proposed funding breakdown is shown below:

Source	Amount
CCOGIHS	\$876,000
Partner Agency funding ¹	\$557,000
SGVRHT Homeless Housing Pilot	\$517,000
TOTAL	\$1,950,000

The SGVRHT executed an initial contract with L.A. CADA in early June 2023 to enable L.A. CADA to begin hiring efforts and development of the site plan in an amount not to exceed \$33,038. The scope of work of this contract will be replaced by Amendment 1. The initial contract and amendment 1 may be assigned to the City of Montebello to facilitate payment of the sources held by the City. If the SGVRHT retains the contract to assist the City with implementation and oversight, staff will ensure that the City funding sources are made available to the SGVRHT to complete payments to the service provider.

Prepared by:

Brielle Acevedo

Regional Housing Trust Manager

Approved by:

Executive Director

ATTACHMENTS

Attachment A- Professional Services Agreement for Bridge Housing Service Provider

¹ Includes City of Montebello Encampment Resolution Grant and funding from the San Gabriel Valley Council of Governments (SGVCOG)

SAN GABRIEL VALLEY REGIONAL HOUSING TRUEST

PROFESSIONAL SERVICES AGREEMENT FOR

MONTEBELLO BRIDGE HOUSING SITE OPERATOR

1497005.1

PROFESSIONAL SERVICES AGREEMENT SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AGREEMENT FOR SERVICES WITH LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

This Agreement for Service Provider Services ("Agreement") is made and entered into this 9th day of June 2023, by and between the San Gabriel Valley Regional Housing Trust ("SGVRHT") and Los Angeles Centers for Alcohol and Drug Abuse, a California non-profit corporation ("Service Provider").

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

1. <u>Scope of Services</u>.

Subject to the terms and conditions set forth in this Agreement, Service Provider 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, Service Provider represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Service Provider 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.

Brielle Salazar (herein referred to as the "SGVRHT's Project Manager"), shall be the person to whom the Service Provider will report to for the performance of services hereunder. It is understood that Service Provider shall coordinate its services hereunder with the SGVRHT's Project Manager to the extent required by the SGVRHT's Project Manager, and that all performances required hereunder by Service Provider shall be performed to the satisfaction of the SGVRHT's Project Manager and Executive Director.

2. <u>Term of Agreement</u>.

This Agreement shall take effect June 9, 2023, and shall continue until September 9, 2023 ("Term"), unless earlier terminated pursuant to the provisions herein. SGVRHT's Executive Director shall have the option to extend this Agreement for up to two additional one-year terms, subject to the same terms and conditions contained herein, by giving Service Provider written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term.

3. Compensation and Method of Payment.

APPENDIX "A" Page 2 of 19

- (a) This agreement will be a fixed fee contract and the total compensation to be paid to the Service Provider pursuant to this Agreement shall not exceed Thirty-Three Thousand Thirty-Eight Dollars and 00/100 (\$33,038.00). No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the Executive Director or her designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by SGVRHT to Service Provider. Service Provider shall be compensated in the manner and in the amounts specified in "Exhibit B."
- (b) Each month Service Provider 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 Service Provider to determine whether the work performed and expenses incurred are in accordance with the rates contained in Exhibit "B". The invoice shall include the following information: Project Task, Date, Detailed Comments of Work Performed, Fixed Fee for Staffing, and Other Costs as Expended. For each invoice, the Service Provider shall include reductions to the fixed fee staffing amount, such as staffing vacancies, and submit appropriate backup documentation for payment, such as receipts and deliverables. 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.
- (c) Except as to any charges or expenses disputed by SGVRHT, SGVRHT will use its best efforts to cause Service Provider to be paid within thirty (30) days of receipt of Service Provider'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 shall control.

5. Service Provider's Books and Records.

Service Provider's performance of services pursuant to this Agreement. Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Service Provider shall turn over to SGVRHT all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Service Provider may have prepared for use in performing services hereunder. With respect to computer files, Service Provider 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.

Service Provider shall have not liability for SGVRHT's for 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 Service Provider.

7. <u>Status of Service Provider</u>.

Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVRHT. Service Provider 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 Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, or agents, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees or agents, except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider'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, Service Provider 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 Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement claims or is determined by an authority having jurisdiction over SGVRHT, to not be a wholly independent contractor, then Service Provider 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. <u>Deficient Services</u>.

Service Provider 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. Service Provider shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider 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, Service Provider shall immediately re-perform, at its own costs, the services that are deficient. SGVRHT shall endeavor to notify Service Provider 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 Service Provider from any responsibility under this Agreement.

9. <u>Compliance with Applicable Laws; Permits and Licenses.</u>

Service Provider 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. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVRHT, its member agencies, nor any of their respective elected or appointed boards, officers, officials, employees, or agents, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this Section.

10. Nondiscrimination.

- A. Service Provider 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. Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider 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. Service Provider 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.

Service Provider 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 Service Provider 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, Service Provider 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. <u>Conflicts of Interest.</u>

Service Provider 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 Service Provider's performance of services under this Agreement. Service Provider 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. Service Provider 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 Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider 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. <u>Indemnification</u>.

To the greatest extent permitted by California law, Service Provider shall indemnify, defend with counsel approved by SGVRHT, and hold harmless SGVRHT, its member agencies, and their respective elected and appointed boards, 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 Service Provider's employees or Service Provider's contractor's employees arising out of Service Provider's work under this Agreement; and
- (2) Any and all claims arising out of Service Provider'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 Service Provider's legal counsel unacceptable, then Service Provider 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 Service Provider'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, Service Provider shall procure and maintain, at Service Provider'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. Service Provider 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 Service Provider and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Service Provider's profession.

15.2 <u>Limits of Insurance</u>. Service Provider 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, Service Provider 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 <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:
- 15.4 <u>All Policies</u>. 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 Service Provider except after at least ten (10) days' prior written notice by Certified mail, return receipt requested, has been given to SGVRHT. As soon as Service Provider becomes aware, it shall provide to SGVRHT notice of suspension or voiding of any coverage or reduction in coverage which results in Service Provider not meeting the minimum requirements set forth in this Agreement.
- 15.5 General Liability and Automobile Liability Coverages. SGVRHT, its member agencies, and their respective elected and appointed boards, officers, members, employees, and agents ("Additional Insureds"), shall be named as additional insureds on all policies of general liability, property damage, and automotive liability insurance for all work performed by Service Provider under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

Service Provider's insurance coverage shall be primary insurance with respect to the Additional Insureds.

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 <u>Workers' Compensation and Employer's Liability Coverage</u>. Unless the SGVRHT otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for losses arising from services performed by Service Provider.
- 15.7 Other Requirements. Service Provider 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 Service Provider 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.

Service Provider 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 Service Provider 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.

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 Service Provider. In the event such notice is given, Service Provider 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, Service Provider shall furnish to SGVRHT a final invoice for work performed and expenses incurred by Service Provider, 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, except for notices regarding default, breach, termination, or changes to insurance shall be delivered via email to the individuals listed below. Notice of default, breach, termination, or changes to insurance shall be delivered in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

<u>To SGVRHT</u>: Marisa Creter, Executive Director

San Gabriel Valley Regional Housing Trust 1333 S. Mayflower Avenue, Suite 360

Monrovia, CA 91016 mcreter@sgvcog.org

with a copy to: David DeBerry, SGVRHT General Counsel

Woodruff & Smart

555 Anton Blvd., Suite 1200 Costa Mesa, CA 92626 ddeberry@woodruff.law

To Service Provider: Juan Navarro, Executive Director

Los Angeles Centers for Alcohol and Drug Abuse

12070 Telegraph Rd., Suite 207 Sante Fe Springs, CA 90670

jnavarro@lacada.com

Notice shall be deemed effective on the date emailed, 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. <u>Binding Effect</u>.

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 Service Provider 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 Service Provider 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. Service Provider shall do all things necessary and incidental to the prosecution of Service Provider's work.

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. Service Provider's sole remedy for delays outside its control shall be an extension of time. Service Provider must document any delay and request an extension of time in writing at that the time of the delay to the satisfaction of SGVRHT.

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

By	
Title:	_
Date:	_
Ву	
Title: Date:	_
SAN GABRIEL VALLEY REGIONAL HOUSIN	G TRUST
By_	
MARISA CRETER Executive Director	
Date:	_
APPROVED AS TO FORM:	
DAVID DeBERRY	
General Counsel	

"SERVICE PROVIDER"

Exhibit A – Scope of Services

Task 1.1 Project Management

Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) will hold a kick-off meeting the week of June 12, 2023, and 2 weekly meetings with project team during Plan creation. LA CADA will host monthly meetings with project team once the site operation period begins to discuss onsite service provision, client needs, site needs, community feedback, and other operational updates. LA CADA 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. The site is receiving funds from Cities and Councils of Governments Interim Housing Services (CCOGIHS) and must comply with LAHSA interim housing requirements linked here.

For emergencies and urgent matters, the LA CADA team will contact the appropriate City and/or SGVRHT staff immediately via email and/or cell phone. If incidents occur onsite, City and SGVRHT staff will be notified and provided an incident report within 24 hours. LA CADA shall also establish a group message thread or other means of constant, daily, real-time communication with the assigned staff from both the SGVRHT and City so that both parties are aware of issues at the site such as upcoming vacancies, maintenance issues, incidents, and other issues that require immediate feedback and/or action.

The Site Operator will make the site available for tours hosted by SGVRHT, SGVCOG, City staff as requested by either SGVRHT, SGVCOG, 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 (2);
- Monthly Report provided prior to monthly meeting (12);
- Facilitate onsite tours (as needed)

Task 1.2 Plan Development & Staff Onboarding

LA CADA will work with the SGVRHT, SGVCOG, and City staff to update/develop the Operations, Staffing, and Services Plan (Plan) for the site. LA CADA will be provided with the site plan for the first year of site operations for reference and updating. The updated Plan will outline how the site will be operated to ensure that all participants receive the resources that they need to stabilize and move into permanent housing as quickly as practicable. The Plan will operationalize how LA CADA 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, which are described in more detail in the Project Description. The Plan will outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. Staff must have sufficient training and experience to be able to provide trauma-informed care to the higher-acuity clients living at the site. The Plan will 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 will maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators. LA CADA will include specific partnership opportunities with additional service providers and agencies in the region providing resources to individuals experiencing homelessness. LA CADA will include any additional Plan components required to ensure site safety, provision of services, and other components recommended by LA CADA.

Concurrent with the development of the plan, the LA CADA will begin recruiting and onboarding efforts to staff the site by the operations date. Sufficient staff to operate the site 24/7 must be fully onboarded prior to June 30, 2023.

The Plan should include the following components at a minimum:

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

- Program Eligibility: Participants will be identified by MCAP based on field interactions with individuals experiencing homelessness in Montebello. MCAP will provide a referral to LA CADA, who will perform participant intake to OSS. 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). To assist MCAP in providing resources to individuals experiencing homelessness, participants that are not able to manage ADLs may be temporarily housed at OSS while connected to a more suitable housing resource. LA CADA will assist participants in meeting basic needs during this interim period by utilizing appropriate care staff (i.e. Certified Nursing Assistant). Participants may range in acuity and individual service needs. The Plan should aim to stabilize participants and maximize the likelihood of success of placing participants into permanent housing.
- **Referrals Process:** The MCAP team will handle all referrals for the site and will provide a one-page client referral form to LA CADA. At the time of intake, the LA CADA will confirm each client's eligibility for the program. If the client is not eligible, or is better suited for another existing program, LA CADA will inform MCAP and recommend another resource that better fits the client's needs. The teams will work together to connect the client to that resource as quickly as practicable. Referrals should be treated as a crisis response that should be executed as soon as possible. Since MCAP will be referring high acuity clients that may be in active crisis, it is imperative that clients be moved into the site quickly. MCAP will try to provide at least 2 hours of notice to the LA CADA when they are bringing a new client to the site. LA CADA will ensure that any vacant units are prepared to accommodate a new client in order to meet this short referral timeline. MCAP mostly works traditional business hours. However, clients may be referred on evenings or weekends. LA CADA staff should be able to accommodate clients at these times and may finalize the intake process the following morning or business day once appropriate staff are present. This crisis response model for referrals is critical to the success of this site's operation and ability to intervene in times of crisis.
- **Program Intake:** LA CADA will establish an intake process and procedures. After MCAP refers a client, they will facilitate a warm hand off at the site. If for any reason during the intake the client has needs that cannot be met at the site, the LA CADA must provide an alternative solution and help MCAP connect the client to other services. The 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, LA CADA 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, the LA CADA will work with the participant and their existing housing navigator to update the plan as necessary. LA CADA 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.
- Onsite Engagement and Activities: LA CADA should provide activities for residents during weeknights and weekends to assist in community building and personal development. Some examples of activities include 1.) education and training sessions such as credit repair, 2.) health and wellness activities such as yoga, mediation, grooming, and 3.) recreational activities including crafting, game nights, movie nights, etc. These events are key to creating a sense of community on site and to helping residents build relationships with each other. LA CADA should utilize its internal programs, local programs, mobile services, and volunteer groups to support the provision of onsite activities. LA CADA may also provide transportation to public events hosted by City of Montebello Recreation and Community Services. LA CADA will also collaborate with additional SGVCOG-funded workforce development programs that will come on site to meet with clients.
- Transportation: LA CADA will be in charge of all participant transportation, including facilitating/providing transportation to fulfill participant needs. The Site Operator may use a company vehicle, provide transportation through rideshare, dial-a-ride, transit vouchers, and/or other opportunities to ensure participants are able to attend meetings, appointments, apartment viewings, treatments, etc. LA CADA will track transportation services provided and include updates in reporting data.
- Community Rules: LA CADA will develop policies and procedures for individual units and communal areas to ensure safety of all participants. The community rules should manage the use of onsite facilities including restrooms and laundry rooms, dog run, picnic tables, and other outdoor spaces. The rules should establish smoking and non-smoking areas, participant trash disposal, and guidelines for locker use and mail distribution.
- Program Exit: LA CADA 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 (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; long term hospitalization; incarceration). As a note, it is expected that LA CADA will hold a resident's unit for them if they are hospitalized or off-site receiving treatment; if it is at all possible, the intention is to bring the resident back into the program and help them continue work on their Plan. Plan will include entering exit information into a case note in HMIS and submitting an SGVRHT exit form. Exiting a participant should be held for the most extreme situations; client outbursts or client violations of the rules alone are not a reason to exit someone from the program. While clients are expected to follow all site rules, LA

CADA should maintain flexibility and understanding to ensure their decisions are always made to help the client. The Site Operator should also have clear communication with residents surrounding their program exit. LA CADA should also ensure that, when exits are deemed necessary, clients are exited with support and referrals to any other available programs or resources that fit their needs. Program exits should be seen as a last resort for clients. MCAP must approve all exits from the program and reserves the right to keep the client in the program if determined that the exit is not justified.

• Safety Concerns: LA CADA will establish protocols when a participant is deemed a risk to the safety of the LA CADA's staff or other participants. LA CADA 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. The LA CADA must train all relevant staff members on a deescalation policy. The ultimate goal of the LA CADA should be to keep clients housed and to help fulfill client's housing plans, while maintaining a safe and healthy on site environment.

Site Management and Oversight

- Plan will include the following
 - o Provision of three meals per client prepared onsite or delivered to the site daily
 - o 24/7 site staffing and procedures
 - Including 24/7 secured entry, security and locking of client lockers section, etc.
 - LA CADA should be prepared to handle any walk-ups to the site and to distribute any needed referral to services. Currently there is a sign outside of the site with MCAP's contact information to help facilitate this connection to resources.
 - o 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. LA CADA 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 LA CADA from operating the site consistent with expectations, the Site Operator is responsible for notifying the participating City within twenty-four (24) hours.
 - o Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
 - o 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.
 - o Promptly and appropriately respond to any maintenance needs. For nonemergencies, LA CADA should contact the assigned city contact to resolve the issues in a timely manner. For an emergency maintenance problem, the Site Operator should contact any needed entity (example: plumber, locksmith, etc.).

Communication with SGVRHT and MCAP

- LA CADA must keep MCAP up-to-date with how many beds are available, which includes doing the following:
 - Providing consistent communication on vacancies, available units, anticipated move-outs, etc.
 - Remaining flexible and communicating on times to do warm hand-offs of new clients.
 - Communicating with MCAP on expectations on when they should be called to the site, when MCAP will be on site doing check-ins with clients, and any other clientrelated updates.
- LA CADA must hold monthly case conferencing meetings or more frequently as needed with the SGVRHT and MCAP teams to help establish a "whatever it takes" approach to get the clients the resources they need to be permanently housed. The intent of these meetings will be to create a "central command"-type framework that is focused on pooling the agencies' collective resources and relationships to permanently house clients.
- LA CADA must keep SGVRHT and MCAP up-to-date on any major updates, changes, incidents, etc.
 - o This includes consistent teamwork and communication to keep the site operating well.

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: LA CADA 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.
- Site-Based Services: LA CADA will provide on-site staffing to serve the unique needs of higher-acuity clients who may have mental health and/or physical health needs and/or suffer from substance use disorder. LA CADA's on-site staffing must include an emergency medical technician (EMT), a licensed clinical social worker, and a substance use disorder (SUD) counselor, with experience as a peer advocate. LA CADA should be able to serve clients on-site with staffing levels but shall also refer clients to other existing resources as necessary.
- 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. LA CADA is expected to connect participants to existing services in SPA 7 as needed.

Staffing Levels, Qualifications, and Schedule

- LA CADA will 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. LA CADA must notify SGVRHT within 48 hours of any staffing changes. The Site Operator is required to fulfill staffing vacancies as soon as possible, with immediate replacement being the preferred approach.
- LA CADA will detail how the site will be staffed with individuals who have sufficient training and experience to be successful at a low-barrier shelter with higher-acuity clients.

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), 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. Site Operator will not be expected to lead this effort but will be asked to provide recommendations, connections, and support the outreach efforts.

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

Task 2.1 Site Preparation

LA CADA will work with the City, SGVRHT, and SGVCOG to review case notes for existing participants and prepare to intake new participants for any vacant units. The site is expected to maintain 95% occupancy at all times. LA CADA will provide a staffing schedule including dedicated hours for client intake. All staff at the site must be trained in harm reduction and deescalation techniques for crisis response and must be able provide trauma-informed care. All staff must have the experience and training necessary to be successful at low-barrier shelter with higher-acuity clients with physical and mental health needs and SUD. Staff with experience in serving as a peer advocate would be desirable. Staff must also be able to assist in facilitating evening or weekend intake. LA CADA will establish a channel for constant, real-time communication (ie. text thread, Slack, Whatsapp, or other platform). Site operation date will commence on June 30th, 2023 at 10AM. SGVRHT and City will perform an inventory of site supplies and LA CADA will procure any supplies necessary to begin operations and maintain necessary supply levels.

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

Deliverables:

- Staffing schedule,
- establish communication channel, and
- attend site walk through

Exhibit B – Compensation

Compensation will be on a fixed fee 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 \$33,038.00. Each month, LA CADA shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. The monthly cost for the 1 FTE Program Manager is \$11,012 and proportionate reductions will be made if the position is vacant.

Table 1: Budget

Task	Staff	Not-to-Exceed Amount
Task 1.1: Project Management		
Task 1.2: Plan Development and	Program Manager (1 FTE)	\$33,038
Staff Onboarding		