

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
FY 2022 COLLABORATIVE HOMELESS SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2021 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Kingdom Causes, Inc., DBA City Net, a California Domestic Nonprofit Corporation with its principal place of business at 4508 Atlantic Avenue, #292, Long Beach, CA 90807 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City and the City of Norco (“Norco”) on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing street outreach, engagement, case management, motel voucher emergency shelter and Make It Cozy program services to public clients, is licensed in the State of California, and is familiar with the City of Corona’s Homeless Strategic Plan.

2.2 Corona Services.

City desires to engage Consultant to render such services for FY 2022 Collaborative Homeless Services, which services shall include homeless street outreach, engagement, case management, motel voucher emergency shelter and Make It Cozy program services in the City of Corona (“Corona Services”) as set forth in this Agreement.

2.3 Norco Services.

As part of the City of Corona’s effort to establish a regional collaboration with surrounding cities, the City and Norco entered into that certain Memorandum of Understanding for Collaborative Homeless Services with a term beginning July 1, 2021 and continuing through June 30, 2022 whereby the City of Corona committed to authorizing Consultant, as party of this Agreement, to provide certain homeless outreach, engagement and case management services and a motel voucher emergency shelter program for Norco. Therefore, in addition to the Corona Services, the City desires to engage Consultant to provide certain homeless street outreach, engagement, case management, motel voucher emergency shelter, and Make It Cozy services in the City of Norco (“Norco Services”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Corona Services, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference and the Norco Services, as more particularly described in Exhibit “A-1” (collectively, the “Services” or the “Project”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2021 to June 30, 2022 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment or renewal agreement pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Corona Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant shall perform the Norco Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B-1” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s

submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Brad Fieldhouse.

3.2.5 City's Representative. The City hereby designates City Manager or his or her designee or the Homeless Solutions Manager or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Brad Fieldhouse or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term

of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years

after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for contract services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Corona Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Consultant shall receive compensation, including authorized reimbursements, for the Norco Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, for the Services shall not exceed One Million Three Hundred Fifty One Thousand, Six Hundred Forty Eight Dollars (\$1,351,648) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City separate monthly itemized statements for the Corona Services and the Norco Services which indicate work completed and services rendered by Consultant. The statements shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statements, review the statements and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the “Prevailing Wage Laws” shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant

employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents &

Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Kingdom Causes, Inc. dba City Net
4508 Atlantic Ave., # 292
Long Beach, CA 90807
Attn: Brad Fieldhouse

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: City Manager's Office – Homeless Solutions Programs

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based

upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
FY 2022 COLLABORATIVE HOMELESS SERVICES AGREEMENT

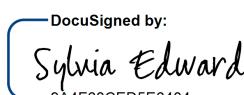
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: 
Jacob Ellis
8CB6AE0895944B4...
Jacob Ellis
City Manager

Reviewed By: 
Karen Roper
79EB81958894429...
Karen Roper
Homeless Solutions Manager

Reviewed By: 
Norman Bush
184B25F8DADC420...
Norman Bush
Purchasing Manager

Attest: 
Sylvia Edwards
9A4F68CED5E6404...
Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
FY 2022 COLLABORATIVE HOMELESS SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

KINGDOM CAUSES, INC. DBA CITY NET
A CALIFORNIA NON-PROFIT COR

DocuSigned by:
By: 

Brad Fieldhouse
President/Executive Director

EXHIBIT "A"
SCOPE OF SERVICES
FOR CITY OF CORONA

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM

Program Goals and Objectives

City Net will provide motel voucher emergency shelter to Corona's homeless residents with documentable ties to the City during the term of this agreement. The goal of this Agreement is to ensure continuity of care for the existing homeless clients with program capacity for up to twenty (20) motel rooms per night in the City of Corona.

City Net will establish a waiting list of eligible Corona homeless individuals and families. City Net may serve wait list clients through program attrition resulting from existing client exits. City Net will continue to engage homeless clients with street outreach services and add eligible clients to the wait list. Wait list clients must be willing to engage in case management services to work towards the goal of stable housing to short-term bridge housing. This includes willingness to complete VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County's Coordinated Entry System.

Description of Services

City Net will manage the motel voucher emergency shelter program using the following criteria:

- ✓ Provide safe shelter to program clients during the COVID-19 pandemic.
- ✓ City Net may provide shelter and services to Corona homeless during severe winter weather with approval from City of Corona. City Net will ensure that program is operated within contract budget through contract term. Eligible clients participating in case management can be transitioned to longer-term bridge motel shelter.
- ✓ Until the Harrison Emergency Shelter/Navigation Center is operational, City Net will continue to serve single adult males, single adult females, adult couples, and families with children. Once the Harrison Emergency Shelter/Navigation Center is operational, the motel program will transition to primarily serve single adult females, adult couples, and families with children. Single adult males will be referred to the Harrison Emergency Shelter/Navigation Center. After the Harrison Emergency Shelter/Navigation Center is operational, the City of Corona reserves the right to request City Net to provide motel shelter to single adult males if there are extenuating circumstances that require non-congregate shelter.

- ✓ Serve new clients through program attrition resulting from exits of existing clients. Program capacity is up to twenty (20) motel rooms per night provided monthly costs stay within contract budget throughout contract term.
- ✓ Provide motel shelter with case management and supportive services for clients.
- ✓ Existing or new clients must comply with the rules of the program which include compliance with motel management rules as well as active engagement in case management and housing plan goals to transition to the next step of bridge or permanent housing. This includes willingness to complete VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County's Coordinated Entry System.
- ✓ Low barrier entrance criteria for clients served through program.
- ✓ Housing-focused case management services to provide initial stability for clients as they are assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.
- ✓ Establishment of goals between client and agency that focus on exits to more permanent forms of housing.
- ✓ Referrals to appropriate resource agencies for food, medical care, benefits assistance, legal assistance, etc.

Case Management Activities Include:

- ✓ Assessment and intake using the County's Homeless Management Information System (HMIS) and Coordinated Entry System (CES).
- ✓ Conducting initial evaluations including, verifying and documenting eligibility.
- ✓ Monitoring and evaluating program participant progress.
- ✓ Providing information and referrals to other providers as appropriate.
- ✓ Developing an individualized plan for transition from motel shelter to other forms of shelter or stabilized housing, including completion of VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County's Coordinated Entry System.
- ✓ Providing client services such as food cards, bus passes, pet supplies, or other client supports.

Transportation

- ✓ Transportation services to motels will continue to be provided using privately leased vans and/or transportation services.

Critical Incident Policy

- ✓ City Net will continue to use the Critical Incident Policy to immediately notify the City of Corona of any critical incidents including 911 calls due to illnesses, injuries, deaths, altercations, damages to motel property or other critical issues related to the Motel Voucher Emergency Shelter Program.

Report of Program Activities and Client Outcomes

Unless otherwise requested from the City of Corona, City Net will provide a monthly report of program activities and client outcomes as follows:

- ✓ For all household members, client demographic information, including but not limited to age and sex.
- ✓ Total number of direct beneficiaries (clientele served) with area median income (AMI) categorized as:
 - Above 80% AMI
 - 80% AMI
 - 60-80% AMI
 - 50% AMI (Very Low-Income)
 - 30% or below AMI (Extremely Low-Income)
- ✓ Racial ethnicity of all clientele.
- ✓ Number of Female-Headed Households.
- ✓ Within HIPAA guidelines using HMIS unique client identifiers provide: client diagnoses and barriers including but not limited to mental health issues, substance abuse issues, physical disabilities, employment status, income, and other data elements commonly collected for the Riverside County Homeless Management Information System (HMIS) and Coordinated Entry System (CES).
- ✓ City of last permanent address.
- ✓ Type of document used to verify ties to the City of Corona.
- ✓ Length of time homeless in Corona.

- ✓ Number of bed nights per client and total number of motel nights per household.
- ✓ Total number bed nights for all clients and total number of all motel nights for all client households.
- ✓ Supportive services provided to each client including meal services, case management, and successful enrollment in other service/benefit programs.
- ✓ Name and location of motels participating in program.
- ✓ Client status if enrolled in CES.
- ✓ Number of exits from motels to longer-term shelter or housing.
- ✓ Number and explanation for exits back to the streets.
- ✓ Cost of motel per night per client and average cost of all motels per night for all clients.
- ✓ Average cost of case management and indirect costs per household and average fully loaded cost per night including motel costs and case management/indirect costs.

City of Corona Homeless Strategic Plan Measures of Success Data Elements:

- ✓ Exit destinations
- ✓ Number of first time homeless
- ✓ Length of homelessness
- ✓ Length of stay in motel emergency shelter system
- ✓ Non-employment & employment income changes
- ✓ Housing placement and retention rates
- ✓ Document ready clients waiting for housing
- ✓ Returns to homelessness

MAKE IT COZY PROGRAM

Description of Program Services

The Make It Cozy (MIC) program is a public/private partnership between the City of Corona, City Net, and many other stakeholders. City Net employees and volunteers will coordinate the pick-up and distribution of donated home furnishings and other supplies to support homeless

neighbors who have transitioned or are transitioning to permanent housing. The program is designed to facilitate permanent housing placements from City motel emergency shelters, the Harrison Emergency Shelter, or other bridge shelter programs in Corona and Norco. Home furnishings include, but are not limited to new or gently used furniture and other home furnishings and supplies needed for the MIC Program.

Storage License – Donated Home Furnishings

City Net is authorized to store donated home furnishings and related supplies for the MIC Program in specified portions of the City's former police station (849 W. Sixth Street) pursuant to that License for Storage of Donated Home Furnishings attached as Exhibit "D" hereto.

Program Goals and Objectives

- ✓ Pursue and develop partnerships with businesses, residents, faith and community based organizations, and other stakeholders to facilitate private sector donations of money, home furnishings, and in-kind or other support for the MIC Program. All private sector donations of money ("Private Financial Donations") shall be used to reduce the amount of MIC costs invoiced to the City of Corona.
- ✓ City of Corona will actively participate and support City Net in pursuing the aforementioned partnerships.

OUTREACH, ENGAGEMENT, AND CASE MANAGEMENT PROGRAM

Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work to fully and adequately supply homeless outreach, engagement, and case management services for the City of Corona.

City Net will partner with the City of Corona staff, the Corona Police Department, and in some cases, the County, to lead a street level homeless service collaborative. Building upon existing City efforts, City Net will refine and provide collaborative leadership to a focused coalition of city government, health care, law enforcement and other city first responders, advocacy groups, nonprofit organizations, local businesses, various faith communities as well as homeless neighbors.

This effort will focus on Corona's homeless neighbors seeking to engage them in case management with the goal of exiting them from the streets, with the long-term goal of dramatically reducing street-level homelessness locally. In addition to connecting to Corona's homeless system of services, City Net will also work with regional Continuum of Care public and private partners to coordinate the care, sheltering, and housing of Corona's homeless neighbors.

Key Activities and Deliverables

- ✓ Ongoing Case Management, prioritizing the most vulnerable and costly cases.
- ✓ City Net will provide two full time case managers and a compliment of other specialized staffing as needed for very particular aspects of the work.
- ✓ This two-member case management team, will work eighty (80) hours per week providing ongoing outreach, engagement, and case management activities at priority locations across the City – including regular outreach coordination with law enforcement as necessary.
- ✓ City Net will also establish a regular presence at strategic in-reach locations where emergency service provisions are being provided.
- ✓ City Net will prioritize chronically homeless neighbors, who are typically struggling with mental illness, addiction, and physical disabilities.
- ✓ City Net's staff will work with homeless neighbors to navigate housing opportunities, develop financial stability, and provide linkage to behavioral health resources and other supportive services.
- ✓ City Net will collaborate with various nonprofit organizations and community organizations to provide effective case management services.
- ✓ Once a homeless neighbor has been permanently housed, City Net will follow up with the individual or family for twelve (12) months to ensure housing retention and linkage to supportive services.
- ✓ Homeless Registry Management. Utilizing professional case management best practices and existing technology resources (that virtually coordinates with law enforcement), City Net will provide ongoing oversight and management of the local, street level homeless registry.
- ✓ City Net will utilize their ongoing data tracking to provide the stakeholder collaborative with regular updates and recommendations on the street level population.
- ✓ Street Exits. City Net will ensure that Corona homeless neighbors have access to all local/regional resources, and that city agencies have a conduit in City Net through which they can easily and successfully have homeless neighbors referred to them.
- ✓ City Net will encourage stakeholders, including the faith community, civic organizations, advocacy groups, businesses and others to achieve long-term solutions to end homelessness for most homeless neighbors and discourage well-intended activities that enable neighbors to be more comfortable remaining in their homelessness.

Path of Life Shelter Good Neighbor Transportation Services

- ✓ During the time that a homeless neighbor has been housed at the Path of Life Ministries Emergency Shelter using one of the City's contracted beds ("Corona POLM Clients"), City Net case management services shall transition to include coordination of transportation services and shall not duplicate services being provided by the Path of Life Ministries Achievement Coaches.
- ✓ City Net case management staff will coordinate with Path of Life Ministries case management staff to ensure that the following service strategies are in effect for all Corona POLM Clients:
 - City Net shall ensure that its staff and the Path of Life Ministries staff inform Corona POLM Clients exiting the shelter that they need to contact City Net to schedule transportation for their return trips to the City of Corona.
 - City Net will offer all Corona POLM Clients a bus pass to return to the City of Corona during the day. City Net staff shall request that Path of Life Ministries staff notify them promptly when a Corona POLM Client who is expected to return to the Path of Life Ministries shelter on a particular evening does not return, so that City Net can follow up with the client and reconnect him or her to the appropriate services.

OUTREACH, ENGAGEMENT, AND CASE MANAGEMENT PROGRAM STAFFING

- ✓ Program Supervisor
- ✓ 2 Full Time Case Managers – 5 days per week
- ✓ Housing Navigation
- ✓ Data Specialist
- ✓ Operations
- ✓ Community Engagement Specialist (faith-based, fundraising, etc.)
- ✓ Project Management, Executive Leadership, and Administration
- ✓ The staffing plan will provide 100 hours per week on average for contract services

OUTREACH, ENGAGEMENT, AND CASE MANAGEMENT PROGRAM REPORTING

Consultant will submit monthly dashboard reports that provide the following Corona client data elements:

- ✓ Contacts
- ✓ Engaged Clients
- ✓ New Engagements
- ✓ Street Exits
- ✓ Exit Destinations
- ✓ Shelter Exits
- ✓ Success Stories

**EXHIBIT “A-1”
SCOPE OF SERVICES
FOR CITY OF NORCO**

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM

Program Goals and Objectives

City Net will provide motel voucher emergency shelter to Norco’s homeless residents with documentable ties to the City during the term of this agreement. The goal of this Agreement is to ensure continuity of care for the existing homeless clients with program capacity for up to eight (8) motel rooms per night in the City of Norco.

City Net will establish a waiting list of eligible Norco homeless individuals and families. City Net may serve wait list clients through program attrition resulting from existing client exits. City Net will continue to engage homeless clients with street outreach services and add eligible clients to the wait list. Wait list clients must be willing to engage in case management services to work towards the goal of stable housing to short-term bridge housing. This includes willingness to complete VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County’s Coordinated Entry System.

Description of Services

City Net will manage the motel voucher emergency shelter program using the following criteria:

- ✓ Serve new clients through program attrition resulting from exits of existing clients. Program capacity is up to eight (8) motel rooms per night provided monthly costs stay within contract budget throughout contract term.
- ✓ Provide motel shelter with case management and supportive services for clients.
- ✓ Existing or new clients must comply with the rules of the program which include compliance with motel management rules as well as active engagement in case management and housing plan goals to transition to the next step of bridge or permanent housing. This includes willingness to complete VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County’s Coordinated Entry System.
- ✓ Low barrier entrance criteria for clients served through program.
- ✓ Housing-focused case management services to provide initial stability for clients as they are assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.

- ✓ Establishment of goals between client and agency that focus on exits to more permanent forms of housing.
- ✓ Referrals to appropriate resource agencies for food, medical care, benefits assistance, legal assistance, etc.

Case Management Activities Include:

- ✓ Assessment and intake using the County's Homeless Management Information System (HMIS) and Coordinated Entry System (CES).
- ✓ Conducting initial evaluations including, verifying and documenting eligibility.
- ✓ Monitoring and evaluating program participant progress.
- ✓ Providing information and referrals to other providers as appropriate.
- ✓ Developing an individualized plan for transition from motel shelter to other forms of shelter or stabilized housing, including completion of VI-SPDAT assessments (Vulnerability Index Service Prioritization Decision Assistance Tool) for referral to permanent housing and other services through the County's Coordinated Entry System.
- ✓ Providing client services such as food cards, bus passes, pet supplies, or other client supports.

Transportation

- ✓ Transportation services to motels will continue to be provided using privately leased vans and/or transportation services.

Critical Incident Policy

- ✓ City Net will continue to use the Critical Incident Policy to immediately notify the City of Norco (and contract manager for the City of Corona) of any critical incidents including 911 calls due to illnesses, injuries, deaths, altercations, damages to motel property or other critical issues related to the Motel Voucher Emergency Shelter Program.

Report of Program Activities and Client Outcomes

Unless otherwise requested from the City of Norco (or the contract manager for the City of Corona), City Net will provide a monthly report of program activities and client outcomes as follows:

- ✓ For all household members, client demographic information, including but not limited to age and sex.

- ✓ Total number of direct beneficiaries (clientele served) with area median income (AMI) categorized as:
 - Above 80% AMI
 - 80% AMI
 - 60-80% AMI
 - 50% AMI (Very Low-Income)
 - 30% or below AMI (Extremely Low-Income)
- ✓ Racial ethnicity of all clientele.
- ✓ Number of Female-Headed Households.
- ✓ Within HIPAA guidelines using HMIS unique client identifiers provide: client diagnoses and barriers including but not limited to mental health issues, substance abuse issues, physical disabilities, employment status, income, and other data elements commonly collected for the Riverside County Homeless Management Information System (HMIS) and Coordinated Entry System (CES).
- ✓ City of last permanent address.
- ✓ Type of document used to verify ties to the City of Norco
- ✓ Length of time homeless in Norco.
- ✓ Number of bed nights per client and total number of motel nights per household.
- ✓ Total number bed nights for all clients and total number of all motel nights for all client households.
- ✓ Supportive services provided to each client including meal services, case management, and successful enrollment in other service/benefit programs.
- ✓ Name and location of motels participating in program.
- ✓ Client status if enrolled in CES.
- ✓ Number of exits from motels to longer-term shelter or housing.
- ✓ Number and explanation for exits back to the streets.
- ✓ Cost of motel per night per client and average cost of all motels per night for all clients.
- ✓ Average cost of case management and indirect costs per household and average fully loaded cost per night including motel costs and case management/indirect costs.

Regional Measures of Success Data Elements:

- ✓ Exit destinations
- ✓ Number of first time homeless
- ✓ Length of homelessness
- ✓ Length of stay in motel emergency shelter system
- ✓ Non-employment & employment income changes
- ✓ Housing placement and retention rates
- ✓ Document ready clients waiting for housing
- ✓ Returns to homelessness

OUTREACH, ENGAGEMENT, AND CASE MANAGEMENT PROGRAM

Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work to fully and adequately supply homeless outreach, engagement, and case management services for the City of Norco.

City Net will partner with the City of Corona contract administrator, City of Norco staff, the Riverside Sheriff's Department, and in some cases, the County to lead a street level homeless service collaborative.

This effort will focus on Norco's homeless neighbors seeking to engage them in case management with the goal of exiting them from the streets, with the long-term goal of dramatically reducing street-level homelessness locally. City Net will also work with regional Continuum of Care public and private partners to coordinate the care, sheltering, and housing of Norco's homeless neighbors.

Key Activities and Deliverables

- ✓ Ongoing Case Management, prioritizing the most vulnerable and costly cases.
- ✓ City Net will provide two part-time case managers and a compliment of other specialized staffing as needed for very particular aspects of the work.

- ✓ This two-member case management team, will work thirty-two (32) hours per week providing ongoing outreach, engagement, and case management activities at priority locations across the City of Norco, including regular outreach coordination with law enforcement as necessary.
- ✓ City Net will also establish a regular presence at strategic in-reach locations where emergency service provisions are being provided.
- ✓ City Net will prioritize chronically homeless neighbors, who are typically struggling with mental illness, addiction, and physical disabilities.
- ✓ City Net's staff will work with homeless neighbors to navigate housing opportunities, develop financial stability, and provide linkage to behavioral health resources and other supportive services.
- ✓ City Net will collaborate with various nonprofit organizations and community organizations to provide effective case management services.
- ✓ City Net will ensure that Norco homeless neighbors have access to all local/regional resources, and that city agencies have a conduit in City Net through which they can easily and successfully have homeless neighbors referred to them.
- ✓ Once a homeless neighbor has been permanently housed, City Net will follow up with the individual or family for twelve (12) months to ensure housing retention and linkage to supportive services

OUTREACH, ENGAGEMENT, AND CASE MANAGEMENT PROGRAM REPORTING

Consultant will submit monthly dashboard reports that provide the following Norco client data elements:

- ✓ Contacts
- ✓ Engaged Clients
- ✓ New Engagements
- ✓ Street Exits
- ✓ Exit Destinations
- ✓ Shelter Exits
- ✓ Success Stories

EXHIBIT “B”
SCHEDULE OF SERVICES
CITY OF CORONA

City Net will submit monthly invoices for payment and client data reports as well as critical incident reports outlined in the Scope of Services. City Net shall operate the following programs within budget limits and program capacity to ensure uninterrupted services in the City of Corona from July 1, 2021 through June 30, 2022:

1. Motel Voucher Emergency Voucher Program
2. Outreach, Engagement, and Case Management Program
3. Make It Cozy Program

EXHIBIT “B-1”
SCHEDULE OF SERVICES
CITY OF NORCO

City Net will submit monthly invoices for payment and client data reports as well as critical incident reports outlined in the Scope of Services. City Net shall operate the following programs within budget limits and program capacity to ensure uninterrupted services in the City of Norco from July 1, 2021 through June 30, 2022:

1. Motel Voucher Emergency Voucher Program
2. Outreach, Engagement, and Case Management Program
3. Make It Cozy Program

EXHIBIT "C"
COMPENSATION
CITY OF CORONA

Labor: Program Supervisor, Case Managers for Outreach, Engagement and Case Management, Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting
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Labor Subtotal:	\$137,511
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Operations and Program Expenses: Materials and Supplies for PPE, Client services for emergency supplies (food cards, clothing, blankets/bedding, hygiene items, relocations, rental assistance and move-in costs for rapid rehousing, sober living homes, room and board, rooms for rent, local transportation, program fees, employment equipment, and documentation); Client transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room rental and room tax, Motel damages and pet fees; and Make It Cozy storage/warehouse license fee, license insurance, building maintenance/repairs, and miscellaneous program expenses, Office space separate from Corona PD staffing offices. Space is for confidential client files and materials/supplies storage; phones, computers, and equipment; uniforms, copies, forms, office supplies, equipment; IT support and client management software licenses; financial audit; and liability insurance.
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Operations and Program Expenses - Client Services Subtotal:	\$643,751
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Project Expenses	\$781,262
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Administrative Expenses

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City Net Indirect Costs - 10% of project expenses: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other types of required insurance, legal, staff development, communications, contingencies, etc.).

\$78,126

City Net Indirect Administrative Expenses Subtotal:	\$78,126
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Total of City Net - City of Corona Budget	\$859,388
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Labor

Title/Role	Description/Shift	Fully Loaded Compensation	Hours Per Week	Weeks
Program Supervisor	Staff supervision, scheduling, project management	\$34.00	4	52
Case Manager	1 staff x 5 days (Outreach, engagement, case management, housing navigation and supportive services)	\$24.50	40	52
Case Manager	1 staff x 5 days (Outreach, engagement, case management, housing navigation and supportive services)	\$24.50	40	52
Case Manager	Motel weekend coverage as needed	\$37.81	4	52
Data entry reporting	HMIS data entry	\$22.00	4	52
Executive leadership	Project oversight, quality control, communications, compliance	\$75.00	2	52
Finance and billing	Payroll, billing	\$27.60	2	52
Human resources	Staff recruiting, hiring, training, disputes	\$28.00	2	52
Operations	Inventory, purchasing, technical support	\$24.00	2	52

EXHIBIT “C-1”
COMPENSATION
CITY OF NORCO

Labor: Program Supervisor, Case Managers for Outreach, Engagement, and Case Management, Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting

Labor Subtotal:	\$67,246
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Operations and Program Expenses: Client/staff transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room rental costs; Motel room taxes; Motel pet fees and room damages; Client food cards; Fees, rental assistance and move-in costs for rapid rehousing, sober living homes, room and board, rooms for rent, relocations; Fees for documentation, local transportation, work expenses; Office space and equipment, furniture rental; Phones, computers, and equipment; PPE; Uniforms, copies, forms, office supplies, equipment; IT support and client management software licenses; Financial audit; Liability insurance, etc.
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Client Services Subtotal:	\$380,263
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Project Expenses	\$447,509
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Administration

City Net Indirect Costs - 10% of project expenses: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other required insurance, legal, staff development, communications, contingencies, etc.).
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<i>Note: City of Corona 10% Direct Project Cost Administrative Fee of \$44,751 is part of City of Norco MOU and billed by City of Corona outside of this City Net contract</i>
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City Net Indirect Administration subtotal:	\$44,751
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Total of City Net - City of Norco Budget	\$492,260
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Labor Rates

Title/Role	Description	Fully Loaded Compensation	Hours Per Week	Weeks
Program Supervisor	Project supervision	\$28.00	4	52
Outreach and Engagement	Outreach, engagement, case management, housing navigation and supportive services	\$24.50	16	52
Outreach and Engagement	Outreach, engagement, case management, housing navigation and supportive services	\$24.50	16	52
Executive leadership	Project oversight, quality control, communications, compliance	\$75.00	2	52
Finance and billing	Payroll, billing	\$27.60	2	52
Human resources	Staff recruiting, hiring, training, mediation	\$28.00	2	52
Operations	Inventory, purchasing, technical support	\$24.00	2	52
Data entry and reporting	HMIS data entry	\$22.00	4	52

EXHIBIT "D"
LICENSE FOR STORAGE OF DONATED HOME FURNISHINGS

[SEE ATTACHED 9 PAGES]

**CITY OF CORONA
LICENSE FOR STORAGE OF DONATED HOME FURNISHINGS
FOR
MAKE IT COZY PROGRAM
(FORMER POLICE STATION – 849 W. SIXTH STREET)**

1. PARTIES AND DATE.

This Right of Entry License Agreement (“Agreement”) is entered into this 1st day of July 2021, by and between City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Kingdom Causes, Inc., dba City Net, a California Domestic Nonprofit Corporation with its principal place of business at 4508 Atlantic Avenue #292, Long Beach, CA 90807 (“Licensee”). City and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 City Property. Licensee desires to use certain portions of real property, personal property and/or facilities owned or controlled by City and known as the former City of Corona police station located at 849 W. Sixth Street, Corona, California 92882 (“City Property”), as is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

2.2 License Purpose – Make It Cozy Warehouse (MIC) Program Activities. Licensee desires to use the Property for the purpose of storing donated home furnishings and related supplies for the MIC, as further described in that Fourth Amendment to Professional Services Agreement the City and Licensee (Motel Voucher Emergency Shelter Program & Make It Cozy Program) dated July 1, 2021 (“MIC Program Activities”).

2.3 License Terms. City is willing to allow Licensee to use the City Property for the MIC Program Activities pursuant to the terms and conditions set forth below.

3. TERMS.

3.1 City Property. City agrees to allow Licensee to enter upon and use the City Property for the MIC Program Activities described above, pursuant to this Agreement and any additional conditions provided for in Exhibit “A” attached hereto.

3.2 Indemnification.

3.2.1 Scope of Indemnity. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons due to Licensee’s use of the City Property, including wrongful death, to the extent arising out of any alleged negligent acts, errors or omissions of Licensee, its officials, officers, employees, subcontractors, consultants, volunteers or agents in connection with this Agreement or the City Property, including without limitation the payment of all expert witness fees, attorney fees and other related costs and expenses.

3.2.2 Additional Indemnity Obligations. Licensee shall defend, with Counsel of City’s choosing and at Licensee’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.2.1 that may be brought or instituted against City or its directors, officials,

officers, employees, volunteers and agents. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Licensee shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Licensee shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Licensee's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.3 Insurance. Licensee shall not enter the City Property unless and until it provides all of the insurance set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.4 Storage License Fee. Licensee shall pay to City the sum of One Hundred Dollars (\$100) per month during the Term of this Agreement. Payments shall be due and payable on the first day of the month. City reserves the right to bill Licensee on a quarterly or semi-annual basis to reduce administrative work.

3.5 Term of Agreement; Termination. The term of this Agreement shall be from July 1, 2021 to June 30, 2022 ("Term"), unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement. Either Party may terminate this Agreement at any time for any or no reason by providing fourteen (14) days advance written notice to the other Party. City may also terminate this Agreement immediately as provided for in Exhibit "A" attached hereto.

3.6 City Policies; Laws and Regulations. Licensee shall comply with any City written or oral policies related to the City Facilities, as well as any other safety requirements and instructions, either written or oral, given to Licensee by City personnel, as provided for further in Exhibit "A" attached hereto. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the MIC Program Activities, including all Cal/OSHA requirements, and shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.7 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either Party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the Party to whom it is directed or to any managing or executive officer or director of that Party, or in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Management Services – Homeless Solutions

Licensee:

Kingdom Causes, Inc., dba City Net
4508 Atlantic Avenue #292
Long Beach, CA 90807
Attn: Brad Fieldhouse

- 3.8 **Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.9 **Taxes.** In the event any taxable interest is created by Licensee's use of the City Property, including, but not limited to, taxable possessory interest under Revenue Taxation Code Section 107, as amended from time to time, Licensee shall pay any and all taxes levied on this interest in government owned real property. Such taxes are to be paid by Licensee directly to the County Tax Collector or other applicable governmental entity and shall be kept current, without delinquency. There shall be no proration of the taxes.
- 3.10 **Attorneys' Fees and Costs.** In the event that any action or proceeding is commenced between the City and the Licensee to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing party's costs of suit and reasonable attorneys' fees and costs.
- 3.11 **Entire Agreement.** This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties concerning the subject matter hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.
- 3.12 **Waiver and Severability.** No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of

this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 3.13 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 3.14 **Authority; Binding on Successors and Assigns.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- 3.15 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR

CITY OF CORONA

**RIGHT OF ENTRY LICENSE AGREEMENT
FOR USE OF CITY PROPERTY
(ROELA-CP)**

**(MAKE IT COZY PROGRAM
LICENSE FOR STORAGE OF DONATED HOME FURNISHINGS
FORMER POLICE STATION – 849 W. SIXTH STREET)**

CITY OF CORONA

By: 
Jacob Ellis
8CB6AE0895944B4...
Jacob Ellis
City Manager

Attest: 
Sylvia Edwards
9A4F68CED5E6404...
Sylvia Edwards
City Clerk

Reviewed:

By: 
Karen Roper
79FB81958894429...
Karen Roper
Homeless Solutions Manager

**KINGDOM CAUSES, INC. DBA CITY NET
a CALIFORNIA DOMESTIC NONPROFIT CORPORATION**

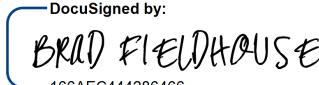
By: 
Brad Fieldhouse
166AEC444286466...
Brad Fieldhouse
President/Executive Director

EXHIBIT “A”

CITY PROPERTY

Authorized Portions of City Property

Licensee shall be entitled to use only the following portions of the City Property, as further directed by City staff:

- ✓ Evidence Room (1,159 SF); and
- ✓ Sally Port (729 SF)

City shall provide to Licensee a graphical depiction of these portions of the City Property, either if requested or on its own initiative.

Participant Qualifications; City Instructions and Requirements

1. Qualifications. Licensee represents and warrants that all officials, officers, employees, subcontractors, consultants, volunteers or agents participating in the MIC Program Activities are qualified and adequately trained to participate safely and to not damage City property. The City retains the discretion to terminate this Agreement and require Licensee and all participants or observers to immediately vacate the City Facilities if the MIC Program Activities or anyone's participation in the MIC Program Activities poses any kind of threat or liability to the City, the public, or anyone else. MIC Program Activities participants are at all times officials, officers, employees, subcontractors, consultants, volunteers or agents of Licensee and shall not be considered an employee or agent of City for any purpose related to the MIC Program Activities.
2. Instructions & Requirements. Licensee shall be responsible for ensuring that all officials, officers, employees, subcontractors, consultants, volunteers or agents participating in the MIC Program Activities comply with all oral instructions, directions and other requirements given to Licensee by City personnel.

EXHIBIT “B”

REQUIRED INSURANCE

1. Insurance.

- 1.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Licensee commences any MIC Program Activities under this Agreement, Licensee shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.
- 1.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Licensee, its agents, representatives, employees or subconsultants. Licensee shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
 - (B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

1.3 **Professional Liability.** Licensee shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate per claim.

1.4 **Insurance Endorsements.** The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) **General Liability.** The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Licensee, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13); and (3) coverage shall include Licensee's liability for damage by fire to the City Property (Fire Legal Liability Coverage). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) **Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or MIC Program Activities performed by the Licensee.

(C) **All Coverages.** If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Licensee. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

1.5 **Other Provisions; Endorsements Preferred.** Licensee shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Licensee:

(A) **Waiver of Subrogation – All Other Policies.** Licensee hereby waives all rights of subrogation any insurer of Licensee's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms

of any insurance policy which arise from work or MIC Program Activities performed by the Licensee. Licensee understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Licensee shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Licensee. Licensee understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

- 1.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any MIC Program Activities under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any MIC Program Activities under this Agreement commence, Licensee must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.
- 1.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.
- 1.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.
- 1.9 Verification of Coverage. Licensee shall furnish City with original certificates of insurance, as well as mandatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any MIC Program Activities commence; provided, however, that failure to obtain the required documents prior to the commencement of MIC Program Activities shall not waive Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 1.9.1 **Reporting of Claims.** Licensee shall report to the City, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with the MIC Program Activities under this Agreement.
- 1.9.2 **Sub-Consultants.** All sub-consultants shall comply with each and every insurance provision of this Section 1.1. Licensee shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the MIC Program Activities until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.
- 1.9.3 **Special Risk or Circumstances.** The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the MIC Program Activities ; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.