FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND KINGDOM CAUSES, INC. DBA CITY NET

(MOTEL VOUCHER EMERGENCY SHELTER PROGRAM & MAKE IT COZY PROGRAM)

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement ("Fifth Amendment") is made and entered into this 7th day of April, 2021 by and between the City of Corona ("City") and Kingdom Causes, Inc., dba City Net, a California Domestic Nonprofit Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fifth Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated January 13, 2020 ("Agreement"), whereby Consultant agreed to provide services for the Motel Voucher Emergency Shelter Program.
- 2.2 <u>First Amendment</u>. City and Consultant entered into that First Amendment to the Agreement on or about April 13, 2020 (approved by the City Council on April 1, 2020) to: (1) extend the term from June 30, 2020 to December 31, 2020; (2) increase the compensation from \$100,000 to \$200,000; and (3) supplement Exhibits "A", "B" and "C" with Exhibits "A-1", "B-1" and "C-1".
- 2.3 <u>Second Amendment</u>. City and Consultant entered into that Second Amendment to the Agreement on or about May 7, 2020 (approved by the City Council on April 1, 2020) to: (1) increase the compensation from \$200,000 to \$265,000; (2) to replace Exhibits "A-1", "B-1" and "C-1" with Exhibits "A-2", "B-2" and "C-2"; and (3) add Exhibit "D-2" (COVID-19 Emergency Homelessness Funding Subrecipient Agreement Between County of Riverside and City of Corona).
- 2.4 <u>Third Amendment</u>. City and Consultant entered into that Third Amendment to the Agreement on or about August 6, 2020 (approved by the City Council on August 5, 2020) to: (1) extend the term from December 31, 2020 to January 1, 2021; (2) increase the compensation from \$265,000 to \$465,000; and (3) to replace Exhibits "A-2", "B-2", "C-2" and "D-2" with Exhibits "A-3", "B-3", "C-3" and "D-3.
 - 2.5 Fourth Amendment. City and Consultant entered into that Fourth Amendment to

the Agreement on or about December 16, 2020 to: (1) extend the term from January 1, 2021 to June 30, 2021; (2) increase the compensation for the Motel Voucher Emergency Shelter Program from \$465,000 to \$794,220 and add compensation for the Make It Cozy Program in the amount of \$4,400, for a total compensation amount of \$798,620; (3) replace Exhibit "A-3" (Scope of Services) with Exhibit "A-4" (Scope of Services), in part to add the Make It Cozy Program; (4) replace Exhibit "B-3" (Schedule of Services) with Exhibit "B-4" (Schedule of Services); (5) replace Exhibit "C-3" (Compensation) with Exhibit "C-4" (Compensation); and (6) add Exhibit "E-4" to incorporate a License to Consultant for specified space in the City's former police station in which to store donated home furnishings and related supplies for the Make It Cozy Program.

2.6 <u>Fifth Amendment</u>. City and Consultant desire to amend the Agreement for the Fifth time to: (1) authorize Consultant to provide to the City of Norco, as part of the City's effort to establish a regional collaboration with surrounding cities, certain motel voucher emergency shelter program services; and (2) add Exhibit F-5 (Scope of Services – Norco Services) and Exhibit G-5 (Compensation – Norco Services).

3. TERMS.

- 3.1 <u>Norco Services</u>. Section 3.1.1.1 is hereby added to the Agreement to read as follows:
 - "3.1.1.1 Norco Services. In addition to the Services specified in Section 3.1.1, Consultant promises and agrees to furnish to the City of Norco ("Norco") all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary to implement a motel voucher emergency shelter program in the City of Norco from April 8, 2021 to June 30, 2021 ("Norco Services"). The Norco Services are more particularly described in Exhibit "F-5" attached hereto and incorporated herein by reference. All Norco Services shall be subject to, and performed in accordance with, this Agreement. Consultant shall work collaboratively with the City and Norco to accomplish the Norco Services."
- 3.2 <u>Rates & Total Compensation for Norco Services</u>. Section 3.3.1.1 is hereby added to the Agreement to read as follows:
 - "3.3.1.1 Rates & Total Compensation for Norco Services. Consultant shall receive compensation, including authorized reimbursements, for all Norco Services rendered under this Agreement at the rates set forth in Exhibit "G-5" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements for the Norco Services, shall not exceed Fifty-Eighty Thousand Seven Hundred Forty-Eight Dollars (\$58,748.00) ("Norco Services Total Compensation"), without written approval of City's Representative. Consultant shall

document the Norco Services separately from the Services rendered to the City pursuant to Section 3.1.1 of this Agreement. Consultant shall submit to City a monthly itemized invoice and report of client activities and outcomes which details the Norco Services rendered by Consultant. The invoice shall describe the amount of Norco 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 a statement for Norco Services, review the statement and pay all approved charges thereon. The report of client activities and outcomes shall provide data elements as specified in Exhibit F-5 of this Agreement. The invoice or statement for Norco Services shall be separate and distinct from any invoices or statements describing work or services provided to the City under this Agreement."

- 3.3 <u>Exhibit "F-5"</u>. Exhibit "F-5" (Scope of Services Norco Services) attached hereto and incorporated herein by reference is hereby added to the Agreement.
- 3.4 <u>Exhibit "G-5"</u>. Exhibit "G-5" (Compensation Norco Services) attached hereto and incorporated herein by reference is hereby added to the Agreement.
- 3.5 <u>Continuing Effect of Agreement</u>. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.
- 3.6 <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.
- 3.7 <u>Counterparts</u>. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND KINGDOM CAUSES, INC. DBA CITY NET

(MOTEL VOUCHER EMERGENCY SHELTER PROGRAM & MAKE IT COZY PROGRAM)

IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment to Professional Services Agreement as of the date first hereinabove written.

CITY OF CORONA

By: Jacob Ellis
Jacob Ellis
City Manager

Docusigned by:

Sylvia Edwards
Sylvia Edwards
City Clerk

Reviewed:

By:

Laren Roper

79EBB1958894429

Karen Roper

Homeless Solutions Manager

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

By: BRID FIEDHOUSE

Brad Fieldhouse

President/Executive Director

EXHIBIT "F-5" SCOPE OF SERVICES – NORCO SERVICES

Motel Voucher Emergency Shelter Program

Program Goals and Objectives

Consultant will provide motel bridge housing services to Norco's homeless residents from execution of this Fifth Amendment to June 30, 2021. Up to four (4) motel rooms will be available per night. Consultant will establish a waiting list of eligible Norco homeless individuals and families. City Net may serve wait list clients through program attrition resulting from client exits to housing and other destinations.

Consultant will engage homeless clients with street outreach services and add eligible clients to the wait list. Clients must be willing to engage in case management services to work towards the goal of stable housing.

Description of Services

Consultant will manage the motel bride housing program using the following criteria:

- Provide case management and supportive services for clients;
- 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;
- 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 medical care, benefits assistance, behavioral health care, etc.

Case Management Activities Include:

- 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;
- Providing client services such as food cards, bus passes, pet supplies, or other clients supports.

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Transportation

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

Critical Incident Policy

Consultant will use a Critical Incident Policy to immediately notify the City of Norco, along with the City of Corona, of any critical incidents including 911 calls due to illnesses, injuries, deaths, motel damages, or other critical issues related to the Motel Bridge Housing Program.

Report of Program Activities and Client Outcomes

Unless otherwise requested, Consultant will provide a monthly report to City for Norco program activities and client outcomes as follows:

- For all household members, client demographic information, including but not limited to racial ethnicity, age, and sex
- Within HIPAA guidelines using unique client identifiers, 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 CoordinatedEntry System (CES)
- City of last permanent address
- Length of time homeless in Norco
- Number of bed nights per client and total number of motel nights per household
- Supportive services provided to each client
- Name and location of motels participating in program
- Client status if enrolled in CES
- Exit destinations
- Average cost of motel rooms per night and average fully loaded cost including motel costs and case management/indirect costs

Norco Protocols and Priorities

Prior to commencement of the Norco Services, the City and Norco will work with Consultant to establish client referral protocols and priorities. Once protocols and priorities are established, the City will authorize Consultant to provide the Norco Services consistent with such protocols and priorities and within the parameters of this Agreement.

EXHIBIT "G-5" COMPENSATION – NORCO SERVICES

Consultant shall receive compensation, including authorized reimbursements, for all Norco Services rendered under this Agreement at the rates set forth in this Exhibit "G-5" of the Fifth Amendment.

The City is authorized to approve line-item adjustments within the budget outlined in this Exhibit "G-5" of the Fifth Amendment; provided that the Norco Services Total Compensation set forth in Section 3.3.1.1 of this Agreement is not exceeded. If Consultant determines that a line-item adjustment is necessary, Consultant shall submit a request for such adjustment to the City. The City will review the proposed changes with Norco before authorizing the adjustment.

[SEE ATTACHED ONE (1) PAGE]



Norco

City Net Outreach and Engagement and Motel Bridge Housing DRAFT Budget

Norco Motel Bridge Housing Project

Operations and Program Expenses		
Item	Description	TOTAL
Client Services	Motel room rental (@ \$90/night x 4 beds x 90 days)	\$32,400
Client Services	Motel tax (@ \$9/night x 4 beds x 90 days)	\$3,240
Client Services	Motel pet fees	\$500
Client Services	Motel damages	\$1,500
Client Services	Motel client food cards (@ \$100/week x 4 beds x 12 weeks)	\$4,800
Client Services	Client/staff transport: vehicle lease, gas, insurance, maintenance	\$1,920
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living	\$2,000
	homes, room and board, rooms for rent, relocations, etc. Also fees for	
	documentation, local transportation, work expenses, etc.	
Rent	Office space and office equipment/furniture rental	\$801
Equipment	Phones, computers (hardware and software) and equipment	\$629
Materials and Supplies	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face	\$120
	shields, proximity suits, trash bags, etc.) with replacements	
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.	\$242
Materials and Supplies	IT support and client management software licenses	\$242
Materials and Supplies	Financial audit	\$33
Materials and Supplies	Liability Insurance	\$125
	Operations and Program Expenses Subtotal:	\$48,552
Administration		
Category	Description	TOTAL
Corona Administrative Fee	At 10% of above for City of Corona	\$4,855
Indirect Costs	At 10% of above: includes general expenses incurred by City Net but not	\$5,341
	directly borne by the project (utilities, taxes, insurance, legal, staff	
	development, contingencies, etc.)	
	Administration subtotal:	\$10,196
Project TOTAL		\$58,748