

**RAPID RE-HOUSING AND SUPPORTIVE HOUSING
PROGRAMS AGREEMENT**

PATH OF LIFE MINISTRIES

THIS RAPID RE-HOUSING AND SUPPORTIVE HOUSING PROGRAMS AGREEMENT is made and entered into this ____ day of _____, 2015 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity, corporate and politic, hereinafter referred to as "Authority", and the PATH OF LIFE MINISTRIES, a California non-profit corporation, hereinafter referred to as "PLM".

RECITALS

A. WHEREAS, Path of Life Ministries is implementing a Housing First Model through the support of its HUD Rapid Re-Housing and Supportive Housing Programs ("Programs"); and

B. WHEREAS, City desires to have PLM perform the services required to implement the Programs as set forth in specific detail on the attached Exhibit "A" entitled "Scope of Services".

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** The Authority will contract with PLM to implement the Programs as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To Authority
Housing Authority of the
City of Riverside
Community & Economic
Development Department
Attn: Michelle Davis
3900 Main Street, 3rd Floor
Riverside, CA 92522

To PLM
Path of Life Ministries
Attn: Janice Rooths
P.O. Box 1445
Riverside, CA 92502

3. **Worker's Compensation.** By executing this Agreement, PLM certifies that PLM is aware of and will comply with Section 3700 of the Labor Code of the State of California

requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. PLM shall carry the insurance or provide for self-insurance required by California law to protect PLM from claims under the Workers' Compensation Act. Prior to Authority's execution of this Agreement, PLM shall file with Authority either (1) a certificate of insurance showing that such insurance is in effect, or that PLM is self-insured for such coverage, or (2) a certified statement that PLM has no employees, and acknowledging that if PLM does employ any person, the necessary certificate of insurance will immediately be filed with Authority. Any certificate filed with Authority shall provide that Authority will be given ten (10) days prior written notice before modification or cancellation thereof.

4. **Insurance.** Prior to Authority's execution of this Agreement, PLM shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure PLM against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by PLM, or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of PLM.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a policy holder's rating of A or higher, and a Financial Class of VII or larger.

PLM's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

This minimum amount of coverage shall not constitute any limitation or cap on PLM's indemnification obligations stated in this section.

Prior to Authority's execution of this Agreement, insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for commercial general liability, shall be filed with Authority and shall include Authority and the City of Riverside, its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

"Solely with respect to work done by and on behalf of the named insured for the Housing Authority of the City of Riverside and the City of Riverside, it is agreed that the Housing Authority and City and its officers and employees are added as additional insureds under this policy."

The policy shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to Authority by certified or registered mail.

The Authority and City, its agents and employees make no representation that the limits of the insurance specified to be carried by PLM pursuant to this Agreement are adequate to protect PLM. If PLM believes that any required insurance coverage is inadequate, PLM will obtain such additional insurance coverage as PLM deems adequate, as PLM's sole expense.

The insurance requirements stated in this section may be satisfied by PLM by providing proof of self-insurance acceptable to the Authority.

5. **PLM Indemnification.** PLM agrees to indemnify, defend and hold harmless the Authority and the City, and their authorized agents, officers, and employees against any and all claims or actions arising from PLM's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by PLM and for any costs or expenses incurred by PLM or Authority on account of any claim therefore.

6. **Authority Indemnification.** The Authority and City agrees to indemnify, defend and hold harmless PLM and their authorized agents, officers, and employees against any and all claims arising from the Authority's/City's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by City/Authority and for any costs or expenses incurred by PLM on account of any claim therefore.

7. **Documentation.** PLM agrees to provide Authority with all the documentation required upon Authority's request. Authority agrees to provide PLM with all documentation required to fulfill their obligations under this agreement.

8. **Accounting Records.** PLM shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. PLM 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.

9. **Term.** All terms and conditions in this Agreement shall commence on July 1, 2015, and shall terminate when all Programs funds have been expended, or no later than June 30, 2016.

10. **Termination.** In the event PLM fails to provide services as set forth in this Agreement and its attached documents, the Authority may, upon thirty (30) days written notice to PLM, terminate this Agreement.

11. **Compensation.** The Authority agrees to compensate PLM for the activities identified in the Operations Budget, attached here to as Exhibit "B", in an amount not exceed the amount of One Hundred Ten Thousand Dollars (\$110,000). Said payment shall be made in accordance with the City of Riverside's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to the Authority at the address set forth in Section 2.

12. **Independent Contractor.** PLM shall at all times during its performance of this Agreement retain its status as independent contractor. PLM's employees and agents shall under no circumstances be considered or held to be employees or agents of Authority and Authority shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or PLM.

13. **Standard of Performance.** While performing the Services, PLM shall exercise the reasonable professional care and skill customarily exercised by reputable members of PLM's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

14. **Personnel.** PLM shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

15. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in writing satisfactory to the parties. PLM acknowledges that any assignment may, at the City's sole discretion, require Authority Executive Director and/or Executive Board approval. PLM shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Authority's Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 4. PLM acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Authority.

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

17. **Conflict of Interest.** PLM, for itself represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Programs affected by the above-described Scope of Services. PLM further warrants that PLM does not have any real property, business interests or income interests that will be affected by these Programs or, alternatively, that PLM will file with the Authority an affidavit disclosing any such interest.

18. **General Compliance with Laws.** PLM shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed

by PLM, or in any way affect the performance of services by PLM pursuant to this Agreement. PLM shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. PLM represents and warrants that PLM has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. PLM further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

19. **Waiver.** No action or failure to act by the Authority shall constitute a waiver of any right or duty afforded Authority under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

20. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by PLM and Authority.

21. **Nondiscrimination.** During PLM's performance of this Agreement, PLM shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, PLM agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

22. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

23. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

24. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of PLM each represent and warrant that they have the legal power, right and actual authority to bind PLM to the terms and conditions hereof and thereof.

25. **Exhibits.** The following exhibits, attached hereto, are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services
Exhibit "B" – Operations Budget
Exhibit "C" - Personnel

This Rapid Re-Housing and Supportive Housing Programs Agreement is hereby executed on behalf of the parties as follows:

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE, a public entity,
corporate and politic


By: 
Executive Director

Date: _____


Attest: _____
Authority Secretary

Date: _____

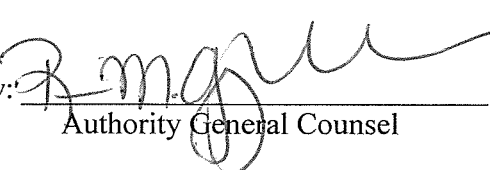
PATH OF LIFE MINISTRIES
a California non-profit corporation

By: 
Name: **DAMIEN O'FARRELL**
Its: **CEO**

Date: **9/18/15**

By: 
Name: **Melina Boswell**
Its: **Board Secretary**

APPROVED AS TO FORM:

By: 
Authority General Counsel

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CA: 15-1151

EXHIBIT "A"

Scope of Services

The Housing Authority of the City of Riverside is allocating \$110,000 towards the Rapid Re-Housing and Supportive Housing Programs that Path of Life is administering. This funding allocation shall be used by PLM to provide rapid re-housing and supportive housing services to eligible households in the City of Riverside. PLM shall implement the Rapid Re-housing and Supportive Housing Programs based on the following criteria:

Program Goals:

- Divert people who are seeking shelter in the City of Riverside into other housing.
- Help people who become homeless in the City of Riverside to quickly move into permanent housing.

Target population:

- Individuals and families who are experiencing homelessness in the City of Riverside (residing in emergency shelter or transitional housing or on the streets) and need temporary assistance in order to obtain housing and retain it (rapid re-housing and supportive housing)

Eligibility Criteria for Individuals/Households:

- Have an initial consultation with a case manager or other authorized program representative
- Have household income at or below 30% Area Median Income
- Have no appropriate subsequent housing options identified
- Lack the financial resources and support networks needed to obtain immediate housing or remain in existing housing.
- Currently reside in the City of Riverside or participating in a homeless service program in Riverside and able to demonstrate a history of residency or employment in the City
- Agree to participate in appropriate case management and comply with all other provisions of program participation
- Rental assistance provided for housing within the City of Riverside only

Scope of Work

PLM staff shall work in partnership with City of Riverside staff and other community partners involved in the local continuum of care to perform the following services:

1. **Community Outreach and Education** to promote availability of resources to assist with rapid re-housing and supportive housing and connect with target populations most at-risk. Activities to include receiving and responding to general inquiries, initial screening, information and referral, outreach to schools, municipal service agencies, community-based service providers and others, presentations to service providers and community groups, organizing service events at community facilities.
2. **Homeless Risk/Housing Barrier Screening, Assessment and Planning** to assess household risk of homelessness, strengths and barriers to stable housing and prioritize interventions. Activities to include homeless risk/housing barriers assessment, eligibility screening for the Rapid Re-Housing and Supportive Housing Programs and other housing assistance programs, resource identification, and development of an Individual Self Sufficiency Plan (ISP) focused on housing stabilization (including relocation) and retention.
3. **Housing Identification and Placement** to include identifying housing opportunities and resources, recruiting landlords, helping households overcome barriers such as poor credit histories and evictions, assisting with lease negotiations, conducting housing quality inspections in order to obtain permanent, affordable housing.
4. **Flexible Financial Assistance** to facilitate rapid re-housing and housing stability. Activities to include (but not limited to) up to 12 months of rental assistance, utility assistance, moving costs, security and utility deposits, food, and transportation to assist clients with obtaining and receiving supportive services and housing. .
5. **Tenant-Based Rental Assistance** to facilitate housing stability for eligible households accepted into programs. Activities to include short-term (1 – 3 months and medium-term (4 – 24 months) rental subsidies based on household need (shallow/declining/deep).
6. **Leveraging other available resources** to include screening participants for eligibility for other housing assistance programs administered by the Housing Authority or other local entities and assisting households with securing other housing assistance resources.
7. **Housing Case Management** to facilitate housing stability and self-sufficiency through transitional support provided to households receiving financial assistance through the programs. Activities to include identifying barriers to permanent housing stability, developing strategies to overcome barriers, assisting in securing or maintaining appropriate rental opportunity, establishing a household budget, facilitating money management and credit education,

assisting with development of essential housing life skills, maintaining positive tenant/landlord relations and supportive service coordination.

8. **Supportive Service Coordination** to facilitate linkage to appropriate community-based services available to support rapid re-housing and supportive housing activities and necessary to ensure long-term housing stability and retention. Supportive service connections shall include but not be limited to: employment/vocational assistance, mainstream benefits (social security, TANF, Cal Works, Medi-Cal, etc.), mental health services, substance abuse services, medical services, child support services, parenting classes, and legal assistance.
9. **Maintaining proper documentation** of all client files including income documentation, employment status, case management plan, rent payment calculations, signed agreements and all other supporting documentation and provide quarterly reports to the Authority regarding programs performance.
10. **Data Collection and Evaluation (in conjunction with City Project staff)** to facilitate the collection, reporting and evaluation of community-wide outcome measurement and accountability. Activities to include development of system-wide, outcome-based program tools, instruments and performance measures; on-going data review and analysis to facilitate programs adjustments; collection and analysis of cost-benefit data; reporting on programs outcomes and return on investment.

EXHIBIT "B"

Operations Budget

Category	Cost
Case Management	\$ 50,000.00
Housing Counseling	\$ 55,000.00
Utility payments	\$ 5,000.00
TOTAL	\$110,000.00

EXHIBIT “C”

Personnel

“EXHIBIT C”

Personnel

Housing Staff
Kristii MacEwen
Charlene Johnson
Dolores Sullivan
Ida Flores
Jamesetta Jones
Ramona Hernandez
Jennifer Phaller
Leonard Jarman
Nicolas Galvin
Victor Beecham