

**FOURTH 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 Fourth Amendment to the Professional Services Agreement (“Fourth Amendment”) is made and entered into this 16th day of December, 2020 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 Fourth Amendment.

2. RECITALS.

2.1 Agreement. 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 First Amendment. 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 Second Amendment. 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 Third Amendment. 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 desire to amend the Agreement for the Fourth time to: (1) extend the term from January 1, 2021 to June 30, 2021; (2) increase the

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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.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from January 13, 2020 to June 30, 2021 ("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 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 Rates & Total Compensation. Section 3.3.1 of the Agreement (Rates & Total Compensation) is hereby deleted in its entirety and replaced with the following:

"3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-4" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Seven Hundred Ninety-Eight Thousand Six Hundred Twenty Dollars (\$798,620.00) ("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 Exhibit "A-3". Exhibit "A-3" (Scope of Services) is hereby deleted in its entirety and replaced with Exhibit "A-4" (Scope of Services) attached hereto and incorporated herein by reference.

3.4 Exhibit "B-3". Exhibit "B-3" (Schedule of Services) is hereby deleted in its entirety and replaced with Exhibit "B-4" (Schedule of Services) attached hereto and incorporated herein by reference.

3.5 Exhibit “C-3”. Exhibit “C-3” (Compensation) is hereby deleted in its entirety and replaced with Exhibit “C-4” (Compensation) attached hereto and incorporated herein by reference.

3.6 Exhibit “D-3”. Exhibit “D-3” (COVID-19 Emergency Homelessness Funding Subrecipient Agreement Between County of Riverside and City of Corona) remains unchanged and shall be as provided for in the Third Amendment.

3.7 Exhibit “E-4”. Exhibit “E-4” (License for Storage of Donated Home Furnishings) attached hereto and incorporated herein by reference is hereby added to the Agreement.

3.8 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fourth Amendment.

3.9 Adequate Consideration. 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 Third Amendment.

3.10 Counterparts. This Fourth 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
FOURTH 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 Fourth Amendment to Professional Services Agreement as of the date first hereinabove written.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

Reviewed:

By: _____
Karen Roper
Administrative Manager

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

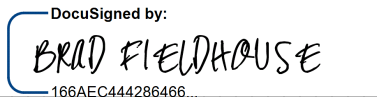
By: 
166AEC444286466
Brad Fieldhouse
President/Executive Director

EXHIBIT "A-4" SCOPE OF SERVICES

Consultant shall complete the scope of services outlined in this Exhibit "A-4" of the Fourth Amendment. Note that the terms "Consultant" and "City Net" are used interchangeably throughout the Scope of Services.

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM

Program Goals and Objectives

City Net will provide motel voucher emergency shelter to Corona's homeless residents 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 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/engagement services and add eligible clients to the wait list. Wait list clients must be willing to engage in long-term case management services to work towards the long-term 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. The scope of work for this program includes all necessary staff support, materials and supplies, and client services for a motel emergency shelter program budget of \$794,220.00

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 and continue to provide emergency shelter to clients if the pandemic ends before the termination of this agreement.
- 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.
- Once the Harrison Shelter/Navigation Center is opened to serve single males, City Net will stop accepting single adult male clients and refer them to the Harrison Shelter/Navigation center for shelter and services.
- Serve new clients through program attrition resulting from exits of existing clients. Program capacity is up to 20 motel rooms per night provided monthly costs stay within contract budget through 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; and
- 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. In addition to reporting all critical incidents immediately, City Net will include all critical incidents in monthly reports submitted to the City of Corona.

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, sex and:
 - Total number of direct beneficiaries (clientele served) with median household income (MHI) categorized as:
 - Above 80% MHI
 - Between 50% and 80% MHI (Low-Income)
 - Between 30% and 50% MHI (Very Low-Income)
 - Below 30% MHI (Extremely Low-Income)
 - Total number and percentage of all clients at, or below, 80% MHI
 - Racial ethnicity of all clientele
 - Number of Female-Headed Households
 - 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 Homeless Management Information System (HMIS) and Coordinated Entry System (CES)
 - City of last permanent address
 - 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
-

MAKE IT COZY PROGRAM

Description of Program Services

City Net employees and volunteers will coordinate the pick-up and distribution of donated home furnishings to homeless neighbors who have transitioned or are transitioning from motel/emergency or other bridge shelter to permanent housing (“MIC Program”). Home furnishings include, but are not limited to, new or gently used furniture and other home furnishings 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-4” hereto.

Program Goals and Objectives

- Pursue and develop a sub-regional partnership with the City of Riverside to share MIC Program costs (“Riverside Partnership”). MIC Program costs include those provided for in Exhibit “C-4” attached hereto. If a Riverside Partnership is successfully negotiated, all one-time and monthly costs identified in Exhibit “C-4” attached hereto shall be split evenly (50/50) with the City of Riverside. If the City of Corona has already paid any such costs before the term of the Riverside Partnership begins, City Net shall invoice the City of Riverside for fifty percent (50%) of such paid amounts and refund such amount to the City of Corona within thirty (30) calendar days.
- Pursue and develop partnerships with businesses, residents, faith-based 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 tracked and reported as provided under “Report of Program Activities and Client Outcomes” below and used to reduce the amount of costs invoiced to the City of Corona and/or the City of Riverside as applicable.
- City of Corona will actively participate and support City Net in pursuing the aforementioned partnerships.

Report of Program Activities and Client Outcomes

- Track and report by stakeholder category all private sector donations of money, home furnishings, and in-kind or other support for the MIC Program.
- If a Riverside Partnership is successfully negotiated, track and report all money donations as being for the City of Corona, the City of Riverside or for both cities. This tracking and reporting shall be used to reduce the amount of costs invoiced to the City of Corona and/or the City of Riverside as applicable.
- Track and report City of Corona and City of Riverside client households transitioning from shelter to permanent housing with support of Make It Cozy Program and indicate City where permanent housing is located.

**EXHIBIT “B-4”
SCHEDULE OF SERVICES**

Consultant shall complete the Schedule of Services outlined in this Exhibit “B-4” of the Fourth Amendment.

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Motel Voucher Emergency Shelter Program within the term of this Agreement.

County Continuum of Care COVID-19 Grant Funds: \$65,000.00 (fully expended during Third Amendment)

City of Corona City General Funds: \$729,220.00

Total of all Motel Funding Sources: \$794,220.00

Phase One: Motel Voucher Emergency Shelter Program services were completed prior to the execution of this Fourth Amendment to the Agreement.

Phase Two: Continued implementation and operation of the Motel Voucher Emergency Shelter Program. Submission of monthly invoices for payment, reports and critical incident reports outlined in the Scope of Services. Target dates for Phase Two are January 01, 2021 to June 30, 2021. City Net shall operate the Motel Voucher Emergency Shelter Program at a capacity to ensure uninterrupted program continuation through June 30, 2021.

MAKE IT COZY PROGRAM

Phase One: Target dates for implementation of the MIC Program are January 01, 2021 to June 30, 2021. City Net will operate the MIC Program concurrent with the Motel Voucher Emergency Shelter Program.

Phase Two: Subject to City Council approval of an amendment to this Agreement or another agreement, Phase two implementation of the MIC Program will occur in FY 2022. Phase One expenses total \$4,400.00.

**EXHIBIT "C-4"
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in this Exhibit "C-4" of the Fourth Amendment.

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM

INITIAL PAYMENT - Phase 1 was completed prior to the execution of this Fourth Amendment to the Agreement.

OTHER PAMENTS - Phase 2 payments will support continued implementation and operation of the Motel Voucher Emergency Shelter Program and involve submission of monthly invoices for payment, client and cost data reports and critical incident reports outlined in the Scope of Services. Target dates for Phase Two are January 01, 2021 through June 30, 2021. City Net shall operate program at a capacity to ensure uninterrupted program continuation through June 30, 2021.

Monthly bills shall provide budget line item details in the following categories:

Fourth Amendment to Agreement Budget: \$65,000 COVID-19 Grant + \$729,220 City General Funds = \$794,220

Category	Description	TOTAL
Motels	Average of \$75.70/day	\$656,088
Pet fees	For deposits and damages	\$1,000
Damages	For damages to motels	\$5,000
Direct Staff	2 case managers (using existing staff)	0
Weekend Coverage	On call as needed	\$11,913
Management	Executive staff/accounting	\$8,000
Transportation	1 van lease/gas/maintenance	\$11,913
Client expenses	Food cards/bus passes/emergency supplies/pet supplies, etc.	\$15,884
Materials and supplies	Miscellaneous Client Needs/Program Admin Supplies	\$3,000

Equipment	Cell Phones/Misc Equipment	\$2,000
Indirect	At 10%	\$79,422
Changes to the budget line items must be approved in writing by the City of Corona		
		REVISED MOTEL BUDGET
		\$79,220

MAKE IT COZY PROGRAM

Phase 1 payments will support implementation and operation of the WIC Program and involve submission of monthly invoices for payment and data reports outlined in the Scope of Services.

Monthly bills shall provide budget line item details in the following categories:

Phase I Costs	One-Time	Monthly	TOTAL
Storage License Fee (Jan – June 2021)		\$100.00	\$600.00
Storage License Insurance	\$100.00		\$100.00
Door Repairs	\$2,621.02		\$2,621.02
Program Staff, Indirect Admin & Overhead and Miscellaneous Expenses	\$1,078.98		\$1,078.98
Total			\$4,400.00
Changes to the budget line items must be approved in writing by the City of Corona			

TOTAL PROGRAM BUDGET

\$794,220.00	Motel Budget
\$4,400.00	Make It Cozy Budget
\$798,620.00	Total Budget

EXHIBIT "E-4"
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 16th day of December, 2020, 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 - WIC Program Activities. Licensee desires to use the Property for the purpose of storing donated home furnishings and related supplies for the Make It Cozy Program, 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 December 16, 2020 (“WIC Program Activities”).

2.3 License Terms. City is willing to allow Licensee to use the City Property for the WIC 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 WIC 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.

3.5 Term of Agreement; Termination. The term of this Agreement shall be from December 16, 2020 to June 30, 2021 ("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 WIC 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

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
City Manager

Attest: _____
Sylvia Edwards
City Clerk

Reviewed:

By: _____
Karen Roper
Administrative Manager

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

By:  _____
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 WIC 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 WIC Program Activities or anyone's participation in the WIC Program Activities poses any kind of threat or liability to the City, the public, or anyone else. WIC 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 WIC Program Activities.

2. Instructions & Requirements. Licensee shall be responsible for ensuring that all officials, officers, employees, subcontractors, consultants, volunteers or agents participating in the WIC 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 WIC 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 twice 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 subconsultants 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 WIC 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 WIC 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 WIC 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 WIC 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 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 WIC Program Activities commence; provided, however, that failure to obtain the required documents prior to the commencement of WIC 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.

1.10 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 WIC Program Activities under this Agreement.

1.11 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 WIC Program Activities until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

1.12 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 WIC 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.