

**GRANT SERVICES AGREEMENT  
BY AND BETWEEN CITY OF RICHMOND AND CONTRA COSTA INTERFAITH  
TRANSITIONAL HOUSING, INC. (DBA HOPE SOLUTIONS)**

Department: Community Development Department, Housing Division	Project Manager: Jesus M. Morales
Project Manager's E-mail: jesus_morales@ci.richmond.ca.us	Project Manager's Phone Number: (510) 620-6649
Grantee: Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)	Contact Name: Deanne Pearn, CEO Email: <a href="mailto:DPearn@hopesolutions.org">DPearn@hopesolutions.org</a> Phone: 925-944-2246
Vendor No:	Contract No:
Term: 03/01/26 - 2/28/27	Payment Limit: \$300,000
<p>Program Summary: Hope Solutions will build a tiny house village (Project) consisting of 7 to 13 tiny homes including one on-site resident manager house on land subleased from the Richmond Police Activities League to be occupied as transitional housing for a period of up to 24 months by unhoused youth ages 18 – 24. Hope Solutions in partnership with Tiny Village Spirit (TVS), will provide development, property management, and supportive services to the residents of the project.</p>	

THIS AGREEMENT is hereby entered into on \_\_\_\_\_ (“Effective Date”) by and between the City of Richmond, a municipal corporation and charter city (“City”) and Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a California public benefit corporation (“Grantee”) (collectively, the “Parties”).

**RECITALS**

- A. On October 1, 2024, the City Council approved Option B appropriating unspent funds for the budget for fiscal year 2024 –2025. Option B included adding \$1 million to the Unhoused Intervention account with the purpose of providing funding to GRIP and to Tiny Village Spirit (TVS). TVS will be constructing the tiny house youth village on land subleased from the Richmond Police Activities League (RPAL). City Council recommended that \$300,000 be allocated to TVS to assist with construction costs and operation costs for the tiny youth village. TVS will be responsible for fundraising the balance of funds needed for the construction and operation costs.
- B. On November 26, 2024, City Council directed staff to work on an agreement with TVS to allocate \$300,000 as a city contribution toward the tiny house village. Of this amount, approximately \$197,000 will be used for operating costs and the remaining \$103,000 will be used for capital costs, including payment for the three-unit restroom trailer, the last payment for the yurt, and funds for restroom trailer deck materials.
- C. On January 7, 2025, City Council directed staff to prepare a contract and any other

necessary agreements with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) to provide up to \$300,000 to help finalize the startup costs for the tiny house village to be constructed at 175 23<sup>rd</sup> Street, Richmond. TVS is a party to a Supportive Services Agreement with Hope Solutions designating Hope Solutions as the Service Provider and its exclusive agent and representative for the purposes of management and operation of the project. Grantee and City now wish to enter into this Agreement for the provision of providing \$300,000 for Grantee's project (as defined below) as approved by the Richmond city Council.

NOW, THEREFORE, it is agreed between the Parties hereto that:

## ARTICLE I PROVISIONS

### Section 1.1 Scope of Services.

A. Project Delivery. Grantee shall, to the satisfaction of City, construct the tiny house village and provide the services outlined in the Service Plan attached hereto and made a part hereof as **Exhibit A** ("Project").

B. General Administration. Grantee and/or its subcontractor shall provide development, property management, and general administrative services to support the Project. Administrative support includes but is not limited to the following: data collection and analysis, preparation and submission of a mid-year and a final ("Close-Out") report, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Agreement.

C. Staffing. For each employee funded by the Grant, Grantee shall provide the name of such employee(s), title, description of job responsibilities, hourly base pay rate or billable rate, and an estimate of time to be spent on the Program by employee per pay period. Such staff information shall be submitted within thirty (30) days of the Effective Date. Grantee shall inform City in writing, within ten (10) working days, of any changes to such staff that occur during the Term.

D. Performance Monitoring. City shall have the right to monitor Grantee's compliance with the goals and performance standards established in this Agreement. Substandard performance, as determined by City, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Grantee within thirty (30) days after being notified by City in writing, this Agreement may be suspended or terminated. Substandard performance may be shared with Richmond City Council, and/or City staff, and may impact Grantee's ability to apply for and/or receive future City funds, including Grant funds.

E. Site Visits and Meetings. City will coordinate site visits of the Project during and after construction by providing timely notice of intent to visit the project.

Section 1.2 Term.

This Agreement shall commence effective March 1, 2026, and shall terminate on February 28, 2027, and thereafter the Agreement shall be null and void and of no further force or effect, except as otherwise provided herein.

Section 1.3 Funding.

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current City budget for the purposes of this Agreement and no liability shall be incurred by City, or any other department of City, beyond the monies budgeted and available for this purpose. The Agreement is not a general obligation of City. Neither the full faith and credit, nor the taxing power of City is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available beyond those monies appropriated in the current City Budget for the purposes of this Agreement.

ARTICLE II  
DISBURSEMENT LIMIT

Section 2.1 Amount.

It is expressly agreed and understood that the total amount to be disbursed by City under this Agreement shall not exceed **\$300,000.00** (“Disbursement Limit”). To the extent practicable, the use of Grant funds shall be used on a pro rata basis with other funds provided to the Project.

Section 2.2 Demands.

The Grantee will submit invoicing for reimbursement of project funds for construction items limited to payment for the three-unit restroom trailer, the last payment for the yurt, and funds for the restroom trailer-deck materials. Grantee will also submit invoices monthly for operational costs during the term of this agreement as outlined in the budget attached hereto as **Exhibit B**. Grant funds will be disbursed on a reimbursement basis.

It is Grantee’s responsibility to ensure that Grant funds are used only for the eligible costs and amounts specified in the Program Budget, attached hereto and made a part hereof as **Exhibit B**. Should Grantee fail to use Grant funds in accordance with the Program Budget, the payment of Grant funds may be suspended or terminated.

Section 2.3 Non-Liability.

City shall not be liable for any cost that (a) has been paid, reimbursed, or is subject to payment or reimbursement from any other source; (b) was incurred prior to the beginning date of this Agreement; (c) is not in accordance with the terms of this Agreement, including all Exhibits; or (d) has not been billed to City within thirty (30) calendar days after the date this Agreement terminates.

### ARTICLE III LIMITATION ON CITY OBLIGATIONS

#### Section 3.1 Limitations.

A. Nothing in this Agreement shall make Grantee or Grantee's employees (a) subject to any of the memoranda of understanding that apply to union represented City employees, (b) subject to the Personnel Rules, Employee Handbook, or Administrative Policy Manual that apply to City employees, (c) subject to any of the benefits received by employees of City, including but not limited to Medical, Dental, Vision, Retirement, Vacation or Sick Leave, and Administrative Leave, (d) covered by City's Workers' Compensation Insurance, or (e) employees of City for purposes of the Tort Claims Act (Govt. Code Section 825, *et seq*) or for any other purpose.

B. Grantee and Grantee's employees shall not be protected by the same immunities and right to indemnification and defense extended by the Tort Claims Act to public employees, including City employees.

#### Section 3.2 Termination for Convenience.

This Agreement may be terminated by the City, at its sole and absolute discretion, upon thirty (30) days advance written notice thereof to Grantee or cancelled immediately by written mutual consent of the Parties.

### ARTICLE IV ADMINISTRATIVE REQUIREMENTS

#### Section 4.1 Financial Management.

A. Accounting Standards. Grantee shall adhere to Generally Accepted Accounting Principles<sup>1</sup>, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping.

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<sup>1</sup> "Generally Accepted Accounting Principles" refers to the accounting standard adopted by the U.S. Securities and Exchange Commission (SEC).

- (1) Records to be Maintained. Grantee shall maintain all required records pertinent to the activities being funded pursuant to this Agreement, in a manner satisfactory to the City.
- (2) Retention. Grantee shall retain all records related to the Program for a period of five (5) years after the termination of all activities funded under this Agreement.
- (3) Client Data. Grantee shall maintain all client-level data demonstrating client eligibility for the Program, including client name, address, basis for determining eligibility, and description of services provided. Such information shall be made available to City monitors or their designees for review upon request, pursuant to Section 1.1.D of this Agreement.
- (4) Close-Outs. Grantee's obligation to City shall not end until all Close-Out requirements are completed, including preparation of a Close-Out Report at the end of the Term. Activities required during the Close-Out period shall include, but are not limited to submission of the Close-Out Report, making all final payments to employees, vendors, and/or contractors, submission of a Final Invoice (per the invoice requirements set forth in Section 4.1.C(5) below), and return to City all unspent cash advances
- (5) Audits and Inspections. All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cured by Grantee within thirty (30) days after Grantee's receipt of such reports. Failure by Grantee to comply with any audit requirements shall constitute a breach of this Agreement and may result in the withholding or termination of future Grant fund payments.

C. Reporting, Evaluation, and Payment Procedures.

- (1) Budgets. The Program Budget (**Exhibit B**) shall include a list of expenditures to be paid for via Grant funds. The Parties may agree to revise the Program Budget from time to time in accordance with existing City policies.
- (2) Payment Procedures. Subject to the Disbursement Limit, City will pay Grantee the Grant funds available under this Agreement based upon information submitted by Grantee and consistent with the Project Budget and City policies concerning such payments. Payments will be made via paper check or electronic funds transfer and only for eligible expenses actually incurred by Grantee up to the Disbursement Limit. Any funds remaining shall revert to City. Payments will be adjusted by City in accordance with any Advance Payments to Grantee.

- (3) Progress Reports. Grantee shall submit quarterly grant reports (Progress Report) to the Project Manager in the form and content as set forth in the Grant Report Template, attached hereto as **Exhibit C**. The Progress Reports are due no later than the Due Dates listed below for each Term, unless an extension is authorized by City, in its sole and absolute discretion:

<u>Quarter Period to be covered in Progress Report</u>		<u>Due Date</u>
1	April 1 through June 30, 2026	July 31, 2026
2	July 1 through September 30, 2026	October 31, 2026
3	October 1 through December 31, 2026	January 31, 2027
4	January 1 through March 31, 2027	April 30, 2027

- (4) Close-Out Report. The Close-Out Report, covering the entire Grant period, is due no later than thirty (30) days after the end of the Term (as indicated below), unless an extension is authorized by City, in its sole and absolute discretion.

<u>Period to be covered</u>	<u>Due Date</u>
April 1, 2026 through March 31, 2027	April 30, 2027

- (5) Performance Measurement. On an annual basis, the Richmond Community Development Department will review the Program's performance scores as outlined in Exhibit A, Exhibit B, and Exhibit C to assess program quality and accountability according to the City's satisfaction. Failure by the Grantee to meet performance expectations will result in a program improvement process that may result in the withholding, rescinding, or termination of current or future Grant fund payments.
- (6) Evaluations. Grantee shall participate in City evaluation activities, including but not limited to administering program participant experience surveys, grantee surveys, and focus groups. Such activities can take place past the conclusion of the program end date.
- (7) Technical Assistance Activities. The City may partner with external contractors to provide technical assistance related to data collection, reporting, and continuous improvement and will encourage the Grantee to participate to support the Program's efforts for continuous improvement efforts.
- (8) Invoices. Invoices shall contain, but not be limited to, the following information in sufficient detail and shall be submitted in a form which adequately demonstrates consistency with the Service Plan and Project Budget:
- a. Documentation of payment for construction items listed in the Project Budget including payment for the three-unit restroom trailer, the last payment for the yurt, and funds for restroom trailer deck materials,
  - b. Number of hours per task that Grantee or subcontractor staff performed work,

- c. Number of hours per Grantee or subcontractor staff member being billed or which stipends have been paid,
- d. Hourly or flat rate provided to Grantee or subcontractor staff, and
- e. Itemization of any other operating costs (e.g., youth program incentives, case management expenses, site security, cleaning and sanitizing, security deposit, maintenance/repairs, youth work stipends, and insurance supplies, travel, operating expenses, etc.), where applicable, incurred for which reimbursement is being requested within that Invoice period.

Note: Itemization of indirect cost (e.g., rent, utilities, etc.), although not required, may be requested by and shall be made available to City upon request.

(9) Required Supporting Documentation. The following Required Supporting Documentation must be submitted with each Invoice, as applicable:

- a. Each Invoice must contain all the information specified in the Grant Report Template (Exhibit C).
- b. If the Invoice is requesting reimbursement of any other direct costs (i.e., any costs other than Grantee staff time or stipends—for example, supplies, travel, operating expenses, etc.), the Invoice must be accompanied by copies of actual itemized invoices or receipts for all applicable direct costs.
- c. If Grantee staff time or stipends are included in the Invoice, City may request that the Invoice be accompanied by signed copies of timesheets, daily logs, and/or payroll records covering all staff hours for which reimbursement is being requested.

(10) Matching Funds. Matching Funds refers to all project funding above the City award that are necessary to construct the tiny homes and supporting infrastructure and provide the services at the proposed levels. Grantee must demonstrate, and is accountable for, raising and documenting funding that equals the balance of funds needed for total construction costs and operating costs for the term of this agreement as a project match. This match of City project funding must be a cash or in-kind match that supports the proposed project. Grantee must provide evidence of in-kind and cash matches upon execution of this agreement, (e.g., through letters, copies of checks, grants, or records of volunteer or donated services.)

## ARTICLE V GENERAL PROVISIONS

### Section 5.1 Relationship with of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the

Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture by and between City and Grantee or either Party's agents, employees volunteers, or subcontractors, and Grantee shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its employees, volunteers, agents, and/or subcontractors, perform the services required of it by the terms of this Agreement. Grantee has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of the Program under this Agreement.

#### Section 5.2 Compliance with Laws.

A. With respect to this Agreement, Grantee shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, including without limitation environmental laws, disability laws (including the Americans with Disability Act), employment discrimination laws, living wage, and prevailing wage laws, as well as all California Department of Justice and Secretary of State requirements. Compliance under this provision also means Grantee's compliance with all provisions of the Municipal Code of the City of Richmond ("Municipal Code"), including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, 2.60, and 2.65, if applicable, which are hereby incorporated by reference.

B. Living Wage Ordinance. Grantee acknowledges that under Section 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Grantee shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also, as prescribed in Section 2.60.070 of the Municipal Code, Grantee shall notify each of its affected employees regarding the wages that are required to be paid pursuant to the Living Wage Ordinance.

C. Non-Discrimination.

(1) Grantee agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every contractor or subcontractor under a contract or subcontract with the City of Richmond for services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, sexual orientation, gender identity, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor. Said Section 2.28.030 is, by this reference, a part of this Agreement.

(2) If Grantee is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, City will have the power to cancel or suspend this Agreement, in whole or in part.

D. Sanctuary City Contracting Ordinance (SCCO). The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with

any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). Grantees must submit the Sanctuary City Compliance Statement included herein as **Exhibit D** along with the bid or proposal prior to execution of the contract.

### Section 5.3 Publicity and Acknowledgement of Support.

A. Grantee shall give appropriate credit to City for their financial support in all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the project and services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to City for review prior to their release.

B. Grantee hereby grants to City the right and authority to publicize City support for the Project in press releases, publications, and other public communications of any type including, without limitation, digital and web publications, and to use Grantee’s name, likeness, logo, or other official representation of Grantee in such communications.

C. Website Links: Grantee grants revocable permission to City to place links to Grantee’s web site on City’s website. City also grants revocable permission to Grantee to place links to City’s website on Grantee’s web site. Revocation of such permissions shall be noticed in writing and the Party in receipt of such notice shall have thirty (30) days to remove all links to the other Party’s website from its own website.

### Section 5.4 Background Checks.

If Grantee provides services to youth or other vulnerable populations (including, but not limited to elderly, differently-abled, chronically ill, unhoused, etc.), Grantee shall require comprehensive background checks and fingerprinting of all its employees, volunteers, agents, or subcontractors that work directly with youth or such other vulnerable populations. The cost of the background checks and fingerprinting shall be borne solely by the Grantee. Grantee agrees to provide City with an affidavit certifying that these background check and fingerprinting processes were completed and that all aforementioned individuals supporting Grantee who provide services to vulnerable populations have successfully passed the background and fingerprinting checks. At City’s discretion, Grantee may also be subject to an audit of the underlying records referred to in and relied upon in preparing the affidavit.

In addition, Grantee must ensure that all its employees, volunteers, agents, and subcontractors have a responsibility to self-report to Grantee within three (3) calendar days any arrest. Grantee must notify the Project Manager within forty-eight (48) hours of all details concerning any reported arrest. Upon City’s request, Grantee shall re-screen any of its employees, volunteers, agents, and/or subcontractors during the term of this Agreement.

### Section 5.5 Default.

In the event Grantee fails to perform properly any of its obligations hereunder, Grantee shall have thirty (30) days after receipt of written notice from City to cure such failure of performance. If Grantee does not cure the failure within thirty (30) days, or if Grantee fails to commence to cure or, within a reasonable time thereafter, fails to complete the cure, City may, in addition to any other remedies, suspend or terminate this Agreement, complete Grantee's obligations in any reasonable manner it chooses, or operate or maintain the Program as the City may deem necessary to fulfill requirements of the Grant. Grantee shall reimburse City for any costs or expenses incurred by City because of such failure to perform. If Grantee fails to comply with any of rules, regulations, ordinances, requirements, or provisions of City, in addition to other remedies as provided by law, this Agreement may be suspended or terminated.

#### Section 5.6 Copyright.

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

#### Section 5.7 No Claims.

Nothing contained in this Agreement shall create or justify any claim against City by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies, or equipment, or to the furnishing or the performance of any work or services for the Program or otherwise.

#### Section 5.8 Indemnification.

A. To the fullest extent permissible by law, Grantee shall indemnify, defend and hold harmless, and require its contractors and subcontractors to defend, indemnify and hold harmless, City, its elected and appointed officials, and all of City's employees and agents ("Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments, including attorney's fees and other defense costs (collectively, "Claims") resulting from injury to or death sustained by any person (including Grantee's or any contractors' or subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Claims arise out of or are in any way connected with the provision of Program services performed pursuant to this Agreement, regardless of Grantee's fault or negligence; provided, however, that Grantee's indemnity obligations hereunder shall not apply to the extent any Claims are caused by the sole and active gross negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Grantee and its contractors and subcontractors shall extend to Claims asserted after termination of this Agreement for whatever reason.

B. In Claims against any person or entity indemnified under Section 5.8.A above by an employee of Grantee, or its contractors and subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 5.8.A above shall not be limited by a limitation on

amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Section 5.9 Non-Liability of City Officials, Employees, and Agents.

No member, official, employee, or agent of City shall be personally liable to Grantee in the event of any default or breach by City, for any amount which may become due to Grantee or its successor, or on any obligation under the terms of this Agreement.

Section 5.10 Insurance.

Grantee shall submit to City evidence of and keep current the insurance coverage meeting the general requirements set forth in the Insurance Requirements, attached hereto and made a part hereof as **Exhibit E**.

Section 5.11 No Third-Party Beneficiaries.

There shall be no third-party beneficiaries to this Agreement.

Section 5.12 Conflict of Interest.

A. Except for approved eligible administrative or personnel costs, no person described in Section 5.12.B below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during or at any time after such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section 5.12.A is followed.

B. The conflict-of-interest provisions of Section 5.12.A above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of City, or any person related within the third (3rd) degree of such persons.

Section 5.13 Notices, Demands, and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand, or communication upon the other Party, such notice, demand, or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail with return receipt requested and postage prepaid or delivered by express delivery service with return receipt requested.

If intended for City, it shall be addressed to:

City of Richmond  
450 Civic Center Plaza, Suite 200  
Richmond, California 94804  
Attention: Community Development Director

With copy to:

City of Richmond  
450 Civic Center Plaza, Suite 340  
Richmond, CA 94804  
Attention: City Attorney

If intended for Grantee, it shall be addressed to:

Deanne Pearn, CEO Hope Solutions  
399 Taylor Blvd., Suite 115  
Pleasant Hill, CA 94523

With copy to:

Sally Hindman, Executive Director  
Tiny Village Spirit  
3129 Ellis St.  
Berkeley, California

Any notice, demand, or communication shall be deemed given, received, made, or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either Party may change its mailing address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

#### Section 5.14 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

#### Section 5.15 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors in interest, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor,

successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

Section 5.16 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 5.17 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 5.18 Waivers.

Any waiver by City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City to any act or omission by Grantee shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Grantee's written consent to future waivers.

Section 5.19 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 5.20 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties.

Section 5.21 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF RICHMOND:

\_\_\_\_\_  
Kinshasa Curl  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

Attest:

\_\_\_\_\_  
James Atencio  
Senior Assistant City Attorney

\_\_\_\_\_  
Pamela Christian  
City Clerk

GRANTEE:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## **EXHIBIT A SERVICE PLAN**

In a satisfactory manner as will be determined by the City's Program Manager, Contra Costa Interfaith Transitional Housing, Inc., dba Hope Solutions, (Hope Solutions) and their subcontractor, Tiny Village Spirit (TVS), and any other subcontractors, hereinafter "Grantee" will develop a tiny village with seven tiny homes for unhoused youth ages 18 – 24, provide property management, and supportive services for the project and residents subject to the terms and conditions of the Sublease Agreement by and between the Richmond Police Activities League (RPAL) and Tiny Village Spirit (TVS) dated October 10, 2024, and the Richmond Tiny House Village Supportive Services Agreement by and between Tiny Village Spirit (TVS) and Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) dated October 3, 2024.

The Sublease Agreement and the Richmond Tiny House Village Supportive Services Agreement are attached hereto as Exhibits F and G and incorporated herein by reference.

### **Tiny Homes Development**

Grantee will develop a tiny village comprising six (6) tiny homes to be occupied as transitional housing by unhoused youth ages 18 – 24 and one on-site Resident Manager unit, a total of seven units and related structures (Project) on land subleased from the Richmond Police Activities League (RPAL) located on the south side of Bissell Avenue between 22<sup>nd</sup> and 23<sup>rd</sup> streets in the city of Richmond as more fully described in the Sublease Agreement. Grantee will be responsible for raising funds to cover the development and operating costs of the project, will provide property management, and supportive services for the Project and residents. The city is providing grant funds in the amount of \$300,000, which represents a percentage of the total funds needed for the development costs, estimated at \$978,912, and for the calendar Year 2026 (6-9 months) operating costs estimated at \$275,132.

Grantee will construct the tiny homes as depicted in the plans and specifications in Exhibit D of the Sublease Agreement and only as approved and permitted by all applicable government agencies. Grantee will be responsible to enter into contracts with licensed entities for any construction activity. All work performed by Grantee in relation to the project by Grantee, any entity contracted by Grantee or any of their volunteers, agents, representatives, or contractors shall comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity. Grantee will also be responsible for obtaining any required permits for any site work or structures to be constructed and or placed on the site.

Grantee will provide the following Property Management and Case Management services for the Project and residents as more fully described in the Richmond Tiny House Village Supportive Services Agreement dated October 3, 2024, incorporated herein by reference.

### **Property management**

- A. Grantee shall cause the Project to be maintained in a good, clean and sanitary condition that complies with all legal standards for habitability. Grantee shall perform

regular and reasonable inspections of the Project. Grantee shall perform or supervise performance of day-to-day maintenance of the Project, perform emergency repairs and perform reasonable preventative maintenance. Grantee shall comply with or abide by any rule, determination, ordinance or law of any federal, state or municipal authority affecting or concerning the Project. Grantee shall address and resolve any serious defects at the Project observed by Grantee. Grantee shall receive and investigate all service requests from residents and take any necessary action regarding such requests. Grantee shall keep records of any actions taken. Grantee shall be available to receive and respond to requests or emergencies on a 24-hour a day basis.

- B. Grantee shall take all reasonable actions to collect rents, charges or other income when due from residents of the Project in accordance with the terms of their tenancies. All funds shall be deposited in the bank account provided by Grantee ("Bank Account") within 3 days of receipt. Grantee may execute all receipts or any other documents reflecting payment by residents of such sums.
- C. Grantee shall use reasonable efforts to keep all units at the Project leased. Grantee is authorized to enter into lease agreements with residents in the form approved by Grantee and for the rental amount approved by Grantee. Grantee shall advertise any available units for lease in a timely fashion and using marketing methods agreed to in advance by the Grantee. Grantees shall conduct reasonable activities to screen residents and show available units.
- D. Grantee shall determine the eligibility of prospective tenants based on the following criteria: must be between the ages of 18-24, homeless, referred by the Contra Costa County Continuum of Care, with a preference for Richmond residents. Furthermore, Grantee shall collaborate with the City's Community Services Department - Employment and Training Division Deputy Director or their designee to design and implement a comprehensive assessment, evaluation, and qualification criteria for participants of the Tiny Homes Transitional Housing Program, ensuring that the program participants are evaluated for their fit and readiness. Pre-enrollment assessment will involve a thorough review of each participant's background, including their housing history, employment history, and any previous involvement in similar programs. Grantee will work closely with Employment and Training Division to create employment roadmaps, enrolling participants in all eligible and/or appropriate City facilitated job readiness programs and trainings. Working collaboratively with the City's Employment and Training Division, the Grantee will develop a robust system that not only evaluates readiness but also supports participants in their journey towards employment and more permanent housing
- E. Grantee shall:
  - a. Select and coordinate the move-in of new residents including maintaining a waiting list, conducting open houses for applicants, conducting interviews of applicants, conducting income certifications for applicants, complying with

- Fair Housing Law, executing Occupancy Agreements with new Residents and facilitating move-in of new Residents.
- b. Conduct an orientation for each new resident before or within 3 days following move-in of any new resident.
  - c. Enforce all terms and conditions of the Occupancy Agreement. Grantee shall cooperate with Grantee regarding any legal proceedings related to eviction of residents at the Project.
  - d. Not permit any resident to sublease a Unit.
  - e. Record the condition of each Unit at the time a new resident takes possession of the Unit.
  - f. Clean and repair all Units following a vacancy.
  - g. Take all actions to require that all residents complete annual income recertification forms provided by Grantee in compliance with the Grantee's requirements.
  - h. Provide Grantee all information regarding the household size and income of residents at the Property on an annual basis to permit TVS to comply with TVS's tax status.
- F. Grantee shall permit RPAL or City to inspect the Property and the Units as permitted under law.
- G. Grantee shall obtain and maintain in full force and affect any and all licenses required for Grantee lawfully to perform fully its obligations under this Agreement.

### **Case Management Services**

- A. Grantee Case Management/Service Coordination includes information, assistance with completing necessary forms as well as referrals to any mainstream benefits and other specialized services as requested and required by Project residents.
- B. Grantee will facilitate regular meetings and communication with Project partners including on an as needed basis to discuss residents who are not in good standing and to come up with a plan to support residents in staying housed. If residents desire or are required to leave the Project, Grantee will work with them to access housing suitable to their needs.
- C. Case management and service coordination will be provided on-site three days per week by staff. Office hours shall be posted at the Project. This/these persons(s) will be supervised by a Grantee support services manager.
- D. Based on the needs and desires of the tenants, more intensive mental health, crisis intervention and other support can be provided. Additional services staff assigned to oversee crisis and mental health support will be appropriately licensed/credentialed.

- E. Case Management/Service Coordination will also work to establish and maintain critical linkages to mainstream services including but not limited to criminal justice systems, community-based organizations, health services agencies, public school systems, and substance addiction programs in Contra Costa County.
- F. Grantee shall track/provide service utilization and outcome measures utilizing the HMIS system as directed by the County Homeless Program. Grantee will maintain clients' files in locked cabinets and ensure that HIPAA guidelines are followed regarding safety and/or dissemination of client information.
- G. Grantee agree to work together to assist internal monitoring controls - including providing annual audits, participating in an annual program meeting, cooperating with on-site monitoring, and sample file reviews.

**Timeline**

Grantee will construct the tiny homes within the project construction schedule per the plans and specifications in Exhibit D of the Sublease Agreement incorporated herein by reference, which may be adjusted based on current status, and completed and ready for occupancy no later than July 1, 2026. The following are the major completion dates for the Project.

<b>Item</b>	<b>Completion date</b>
Utilities completed for any on-site infrastructure work; electrical, plumbing, water, sewer, etc.	March 31, 2026
Village perimeter fencing built onsite	Complete
Tiny homes - seven units built and onsite	Complete
Yurts – built and installed onsite	Complete
Toilet, shower and laundry trailers – delivered and installed onsite	December 31, 2025
Site improvements; walkways and ramps, parking lot paving, planting and landscaping security office, tiny house murals final inspection	March 31, 2026
Tiny homes ready for resident move-in	March 31, 2026
Tiny homes and residential manager unit occupied	July 1-31, 2026

**Project outcome and evaluation**

<b>Project component</b>	<b>Project outcome</b>	<b>Indicator measurement</b>	<b>Goal</b>	<b>Evaluation method</b>
Tiny homes	Completion of tiny homes	# of Units constructed	7	Certificate of occupancy
Tiny homes occupancy - Youth	Tiny homes occupied by eligible youth	# of Units occupied by Youths	6	Count of Resident leases
Tiny homes occupancy – Resident Manager	Tiny home occupied by Resident Manager	# of Units occupied by Resident Manager	1	Resident Manager Lease / Agreement
Resident case management services	Permanent housing and self-sustaining skills	# of Youth that find permanent housing and employment	80% of residents after 12–18 months	Homeless Management Information System (HMIS) client data and client survey
Resident case management services	Permanent housing and self-sustaining skills	# of Youths that accept employment training services	50%-80% of residents after 12–18 months	Homeless Management Information System (HMIS) client data and client survey
Satisfaction Survey	Youth that are satisfied with housing and services provided	# of Youth who report satisfaction with Program	80% of residents	Client Survey

**EXHIBIT B**  
**PROJECT BUDGET AND OPERATING STATEMENT**

The Program Budget can be modified up to the disbursement limit upon written request from the Grantee and approval from the City's Project Manager.

<b>Richmond Tiny House Village, Farm, and Garden—Capital Budget &amp; Sources of Funds</b>	
<b>Capital Budget*</b>	
Contractual Services and Fees (secures site/tests/contracts/policies)	\$ 30,000.00
Site Work/Utilities/Electricity/Infrastructure	\$ 105,000.00
Parking Lot (24 spaces)	\$ 50,000.00
Kitchen Build Out/Appliances	\$ 30,000.00
Construction Materials (13 tiny houses, including RA house)	\$ 205,000.00
Fence (includes mural paint and supplies)	\$ 30,000.00
Common Room Buildings/Yurts (including hook ups)	\$ 55,000.00
Landscaping/Artistic Elements	\$ 20,000.00
Pathways (wheelchair accessible)	\$ 40,000.00
Gateway/Entrances (including signage)	\$ 7,000.00
Restroom Trailer (inc. hook ups and wheelchair ramp)	\$ 70,000.00
Security System	\$ 20,000.00
Murals/Art Work	\$ 15,000.00
Murphy Beds and Furnishings (not including in-kind donations)	\$ 10,000.00
Donated Security Cabin (hook ups and improvements)	\$ 5,000.00
Project Management/Community Organizing	\$ 132,000.00
<b>Total Development Costs</b>	<b>\$ 824,000.00</b>
Contingency (@ 8%)	\$ 65,920.00
<b>Subtotal</b>	<b>\$ 889,920.00</b>
Administration/Bookkeeping (@ 10%)	\$ 88,992.00
<b>TOTAL</b>	<b>\$ 978,912.00</b>
Updated 11/1/24	
<i>*Assumes rounding, does not include In-Kind Volunteer Labor</i>	
<b>Sources</b>	
<b>Government</b>	
Contra Costa County measure x	\$ 65,000.00
City of Richmond	\$103,000
<b>Total</b>	<b>\$168,000</b>
<b>Corporations</b>	
Arup	\$7,500
Blue Shield	\$40,000
Salesforce	\$50,000
Google	\$15,000
Kaiser family foundation	\$50,000
UPS	\$25,000
<b>Total</b>	<b>\$187,500</b>
<b>Private foundations</b>	
Amy plant fund	\$10,000
Anonymous family foundation	\$15,000
Beretta family foundation	\$50,000
Beretta family foundation	\$70,000
East Bay community foundation	\$2,500
Entertainment industry foundation	\$10,000
Frederick J Isaac fund	\$12,000
Walter S. Johnson foundation	\$30,000
Miranda Lux Foundation	\$15,000
Presuhn Trust	\$3,000
Red Oak opportunity fund	\$8,000
San Francisco foundation emergency response	\$15,000
San Francisco foundation	\$75,000
Seeley family foundation	\$5,000
Silicon Valley community foundation	\$75,000
VWH foundation	\$5,000
Bernard and Alba Witcan foundation	\$14,000
Zeller Beck family foundation	\$5,000
<b>Total</b>	<b>\$419,500</b>
<b>Religious funders/Congregation Gifts</b>	
Church of Jesus Christ of Latter Day Saints	\$77,000
Strawberry Creek friends meeting	\$5,000
Contra Costa County Mirasha	\$1,400
Other congregation gifts	\$7,600
<b>Total</b>	<b>\$91,000</b>
<b>Individual gifts</b>	
Diane Wilsey	\$12,000
boona cheema	\$5,000
Go Fund Me	\$15,000
Robert Seelig	\$1,000
Other individual gifts	\$79,912
<b>Total</b>	<b>\$112,912</b>
<b>TOTAL</b>	<b>\$978,912</b>

**EXHIBIT B**  
**PROJECT BUDGET AND OPERATING STATEMENT**

The Program Budget can be modified up to the disbursement limit upon written request from the Grantee and approval from the City's Project Manager.

<b>Tiny House Village Operating Budget- Calendar Year 2025 6-9 Months (Start up)</b>	
<b>EXPENSES</b>	<b>CY 25 (6 mos OE + 9 mos salaries)</b>
<b>Personnel</b>	
.05 Program Director	4,688
.125 Program Manager	7,500
.5 FTE Village Manager	25,500
.5 FTE Case Manager	25,500
1 FTE Resident Ass't	33,750
subtotal salaries	\$ 96,938
taxes/benefits (23%)	\$ 22,296
<b>subtotal personnel</b>	<b>\$ 119,233</b>
<b>Program Expenses</b>	
youth program incentives	\$ 1,800
case management expenses	\$ 4,500
<b>subtotal program</b>	<b>\$ 6,300</b>
<b>Operating Expenses</b>	
Site security trainees stipends sub (@\$18*24hours*365)	\$ 78,840
Site security supervision contract (@\$25/hr x 500 hours +23% fr	\$ 7,625
Cleaning and sanitizing	\$ 4,420
Site maintenance and stability	\$ 12,500
security deposit	\$ 3,000
maintenance/repairs	\$ 6,000
Youth work stipends (@\$18/hr x6 x3hrs/wk x46weeks)	\$ 7,452
Insurance	\$ 4,750
<b>subtotal operating</b>	<b>\$ 124,587</b>
<b>Adminstrative/Overhead (10%)</b>	<b>\$ 25,012</b>
<b>Total Budget</b>	<b>\$ 275,132</b>
<b>SOURCES</b>	
City of Richmond	\$ 197,000
Rental subsidies at \$800 per unit (from ERF grant)	\$ 9,600
	\$ -
<b>To Be Raised</b>	<b>\$ 68,532</b>
<b>Prospective Funding</b>	
<i>Miranda Lux Foundation</i>	\$ 15,000
<i>Entertainment Industry Foundation</i>	\$ 15,000
<i>Bernard Wilkin Foundation</i>	\$ 10,000
<b>Total Prospective Funding</b>	<b>\$ 40,000</b>
<b>Remaining unidentified funding</b>	<b>\$ 28,532</b>

**EXHIBIT C**

**The Grant Report Template May be Updated by the City of Richmond at Any Time**

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**Progress Report:**

Tiny Village Grant Project

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**Organization Name:**

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**Project Name:**

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**Contact**

**Contract**

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**Grant Award**

**Project Duration:**

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**Total number of clients served:**

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**Total number of clients served from Richmond:**

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**Indicate the area or neighborhood(s) where services were provided:**

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**Program Project Description:** *(Provide a brief description of the project/programs your organization is providing with RFCY Grant funds. Activities must be consistent with the Service Plan attached as Exhibit A to the Grant Services Agreement)*

**Task Accomplished and Success to Date:**

1. What task has your organization completed in whole or in part during this period?  
*(Task should be consistent with those identified in the Service Plan for the reporting period)*
  
2. Identify and discuss any challenges, issues or problems your organization faced during this period which might impact the program/project's ability to meet the intended outcomes identified in the Service Plan.
  
3. What lessons have you learned *from participants, staff and/or the community* during the course of the project?
  
4. What feedback have participants and/or members of the community provided

regarding the program/project? (*e.g. quotes, e-mails/letters, summarized findings from surveys*)

5. Did your staff participate in any capacity-building opportunities during the reporting period? If so, please identify.

**Project Expenses to Date:** Attach a completed Invoice for any reimbursable costs incurred during this reporting period.

**EXHIBIT D**

**CITY OF RICHMOND**

**Sanctuary City Compliance Statement**

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
  
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Business Entity:** \_\_\_\_\_

## **EXHIBIT E**

### **Insurance Requirements**

During the entire term of this Agreement and any extension or modification thereof, the Grantee shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

**EXHIBIT F**  
**Sublease Agreement**

**EXHIBIT G**

**Richmond Tiny House Village Supportive Services Agreement**