

13) **Amendment No. 1 to the Agreement for Professional Services with Social Work Action Group (SWAG) for Homeless Outreach Services**

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Social Work Action Group (SWAG) to extend the term of the agreement for homeless outreach services in an amount not to exceed \$412,419 per fiscal year in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Adam Gufarotti, Community Support Manager

Date: September 24, 2024

Subject: Amendment No. 1 to the Agreement for Professional Services with Social Work Action Group (SWAG) for Homeless Outreach Services

Recommendation

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Social Work Action Group (SWAG) to extend the term of the agreement for homeless outreach services in an amount not to exceed \$412,419 per fiscal year in such final form as approved by the City Attorney.

Background

Homelessness is a top priority for the City of Lake Elsinore and since establishing the City's first Homeless Task Force in 2017, Lake Elsinore has made significant strides in assisting our most vulnerable residents off the streets while seeking effective methods of reducing our homeless population to achieve functional zero for chronic homelessness.

A key partner in achieving this goal is the Social Work Action Group (SWAG), the City's nonprofit partner. SWAG has played a crucial role in conducting street outreach, providing housing navigation, and offering case management services to chronically homeless individuals. Additionally, since December 2020, SWAG has operated the Anchor, a facility that provides 14 crisis stabilization housing units with up to 20 beds for chronic homeless individuals for up to 90 days.

SWAG Street Outreach Amendment

This partnership has enabled the City of Lake Elsinore to establish a full-time street outreach team comprised of City code enforcement, the Lake Elsinore Sheriff's Station, and SWAG. Street outreach services have been partially funded through state and local grants. Since 2019, the City has secured approximately \$9 million toward its homeless efforts. City staff continues to look for more funding opportunities. This year, the City received \$3 million in federal funding through the federal appropriations process and has submitted another \$2.5 million in federal appropriations for fiscal year 2024/25. In addition to funding, City staff were awarded a fellowship with Stanford University to study how data can shape future homeless services and funding.

Discussion

On July 13, 2021, the City entered into an agreement with the Social Work Action Group (SWAG), allocating \$645,670.00 per fiscal year for homeless outreach services. Over the past few years, the City has exercised its options to extend this contract, recognizing the critical impact of these services on the community.

The City seeks to amend the agreement to ensure the ongoing provision of essential outreach services and adapt to the community's evolving needs. This amendment will enable SWAG to continue its vital work in assisting homeless individuals, providing them with necessary resources, housing navigation, and case management services. By amending the agreement, the City aims to strengthen its commitment to reducing homelessness and supporting its most vulnerable residents.

Fiscal Impact

Funds are available in the City's Fiscal Year 2024-25 Annual Operating Budget.

Attachments

Attachment 1 - Amendment No. 1
Exhibit A – Scope of Services 1
Attachment 2 – Original Agreement

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Social Work Action Group

Homeless Outreach Services

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 9/24/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Social Work Action Group, a California non-profit corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 7/13/2021, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for annual compensation to Consultant in an amount of Six Hundred and Forty-Five Thousand and Six Hundred and Seventy dollars (\$645,670).

C. The Original Agreement had a term commencing on July 1, 2021, and ending June 30, 2022. As permitted by Section 2 of the Original Agreement, the City Manager exercised two 12-month renewal terms extending the Original Agreement to June 30, 2024.

D. The parties now desire to amend the scope of services, term and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

For purposes of Amendment No. 1 and the term commencing July 1, 2024, Consultant shall perform the services described in Consultant's Proposal (Exhibit A-1 Amendment No. 1 attached hereto and incorporated by reference herein). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A-1 Amendment No. 1), subject to the direction of the City through its staff that it may provide from time to time.

2. Section 2, Term, of the Original Agreement is hereby amended to read in its entirety as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2021 and ending June 30, 2025. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term commencing July 1, 2024, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Consultant's annual compensation related to Exhibit A-1 to Amendment No.1 exceed Four Hundred and Twelve Thousand Four Hundred and Nineteen dollars (\$412,419) without additional written authorization from the City Council.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Social Work Action Group

City Manager

Click or tap here to enter text.

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]



Homeless Street Outreach Services

Street outreach services will be provided by the Social Work Action Group (SWAG) as a coordinated effort to make contact and provide services for homeless residents in the City of Lake Elsinore. Services are facilitated by SWAG members who are trained in how to effectively communicate and connect with homeless residents in a manner that encourages potential clients to receive services and seek housing sustainability. Ultimately, the main goal of our services is to have residents follow the steps and resources provided by SWAG.

The aforementioned steps and services include ongoing contact, treatment, crisis stabilization housing, and eventually building a path towards permanent housing. As the first step, street outreach services are vital aspects of reducing homelessness in the City of Lake Elsinore as well as helping our most vulnerable residents.

SCOPE OF SERVICES

Social Work Action Group (SWAG) will work in conjunction with the City of Lake Elsinore to facilitate and lead the overall scope of homeless services for the City of Lake Elsinore. Services will be provided with flexibility to meet the needs of the community **from July 1, 2024 through June 30, 2025**. SWAG will provide the following activities and services:

STREET OUTREACH:

1. Respond to homeless service requests made by the City of Lake Elsinore within one business day. This includes weekly outreach events in the City of Lake Elsinore.
2. Homeless Street Outreach will be conducted in partnership with law enforcement to address specific “hot spot” areas and individuals who have requested assistance through the Homeless Hotline as identified by SWAG, City of Lake Elsinore staff and the Riverside Sheriff's Department.
3. The focus will be on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons can access services and case management from these providers. This effort is aimed at reaching those who cannot or will not reach or navigate services on their own. The outreach team will target, when possible, the most vulnerable including seniors, unaccompanied women, youth, and veterans.
4. Homeless youth, individuals fleeing domestic violence, newly homeless and individuals at risk of homelessness, will be provided connection to resources including housing voucher applications and county services navigation.

5. All individuals encountered will be included in the by-name list specifically maintained for the City of Lake Elsinore. This list will be shared with the City within 30 days of the conclusion of each month.
6. All individuals referred to SWAG or encountered will be included on a “live” document shared between SWAG and the City that will track requests for assistance, actions taken to assist the individual, and their personal action plan.
7. Individuals referred to SWAG or found living on the streets will be assessed and provided assistance to exit life on the streets. Services include obtaining admittance and transportation to emergency shelter options, alcohol and drug treatment, connection to mental and physical health providers, case management, etc.

ADMINISTRATION & COORDINATION EFFORTS:

- a. Conduct Riverside County housing assessments (VI-SPDAT) to unsheltered homeless individuals and families and provide navigation services.
- b. Participate in Coordinated Entry System (CES) and maintain working relationships with other service providers.
- c. SWAG will conduct/participate in Homeless Management Information System (HMIS) responsibilities. These duties will be facilitated by an HMIS coordinator who will be tasked with collecting client level data and detailing individuals/groups who are prone to homelessness. Each individual will be entered into HMIS upon obtaining essential and required HMIS documentation. If an individual does not have proper documentation, SWAG will provide resources and/or assistance obtaining vital documents.
- d. A comprehensive street outreach file will be created/maintained for each individual that includes at least the following documentation:
 - i. Proof of Eligibility
 - ii. Program Intake Documents such as HMIS Release of Information, Notice of Privacy Practices, participant grievance, consent form and identification, etc.
 - iii. Case notes and plan showing a plan developed by the Case Manager to assist the individual in entering permanent housing or sheltered services.
 - iv. Back up documentation for all efforts including referrals made or services provided.
 - v. Program discharge/exit paperwork.
- e. Actively participate in the City’s monthly Homeless Task Force Meetings and Riverside County Behavioral Health Crisis Team meetings.

- f. Assist with coordination and facilitation of the Homeless Outreach Community Coalition meetings.
- g. Participate in city sponsored community events, as requested.
- h. Participate in weekly Coordinated Entry Housing Navigation meetings to advocate and ensure clients are being linked to Riverside County Continuum of Care housing resources.
- i. Connect the unsheltered homeless population to appropriate housing solutions throughout Riverside County.
- j. SWAG will assist in developing informational content, which will include material for the regional anti-panhandling campaign and disseminate it throughout the community. The campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.
- k. Provide support to the City of Lake Elsinore through training, presentations and sharing updates related to trends in regional homeless efforts.
- l. Data collection of key activities and results, community partners/businesses engaged will be reported to the City of Lake Elsinore on a monthly and quarterly basis.
- m. Attend and participate in City Council meetings, as requested.
- n. To assist with grant and financial reporting requirements, SWAG will send payroll journals, mileage tracking documentation, employee timecards, vendor invoices, reports of services offered, and other related reporting documents to the City within 30 days of the conclusion of each month.
- o. All individuals referred to SWAG or encountered will be included on a “live” document shared with SWAG and the City that will track requests for assistance, actions taken to assist the individual, and their personal action plan for both, Street Outreach and Emergency Housing services.

All services provided by SWAG will be provided at the following rate and/or costs. All services will be billed monthly at an hourly rate for staffing and as one-time costs for all other direct costs not to exceed the amounts shown below.

STREET OUTREACH SERVICES:

Street Outreach Direct Staffing Costs: 6,500 hours per year x \$55.00 = \$357,500

- Two (2) Full Time Outreach Workers
- Part-time Case Manager

Other Direct Costs: Mileage Reimbursement \$850 x 12 months = \$10,200

- Mileage Reimbursement

ADMINISTRATIVE SERVICES: Supervisor/Management Staff 22 hours x 12 months = 264 x \$95 = \$25,080

- One (1) Full-Time HMIS Coordinator for Street Outreach and Emergency Shelter Services
- Supervision/Management Oversight

	2024/2025
Street Outreach Staff	\$357,500
Mileage Reimbursement	\$10,200
Supervisor/Management Staff	\$25,080
Administration & HMIS Entry	\$19,639
Total	\$412,419.00

AGREEMENT FOR PROFESSIONAL SERVICES

Social Work Action Group (SWAG)

Street Outreach and Emergency Housing Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 13, 2021, by and between the City of Lake Elsinore, a municipal corporation ("City") and Social Work Action Group, a California non-profit corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services:

A non-profit partner to lead and facilitate full-service, regionwide homeless street outreach and emergency housing services. This includes responding to homelessness requests, weekly street outreach events, ongoing collaboration with the City and its partners, securing and maintaining emergency housing options, case management and supportive services, maintaining and participating in all required reporting systems, and ongoing community outreach.

B. Consultant has submitted to City a proposal, dated June 30, 2021, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by

Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2021 and ending June 30, 2022. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's annual compensation exceed Six Hundred Forty-Five Thousand Six Hundred Seventy (\$645,670.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination,

provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3)

years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts

or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: Social Work Action Group
Attn: Aaron Petroff, Group Director
252 N. Main Street
Lake Elsinore, CA 92530

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:



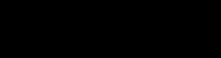
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City Manager

“CONSULTANT”

Social Work Action Group, a California non-profit corporation

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By: Aaron Petroff

Its: Group Director

ATTEST:

DocuSigned by:

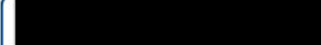


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City Clerk

APPROVED AS TO FORM:


DocuSigned by:



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City Attorney

DocuSigned by:



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Administrative Services Director

Attachments: Exhibit A – Consultant's Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



Street Outreach & Emergency Housing Scope of Services

Street outreach and emergency housing services will be provided by the Social Work Action Group (SWAG) as a coordinated effort to make contact and provide services for homeless residents in the City of Lake Elsinore and in neighboring regions. Services are facilitated by SWAG members who are trained in how to effectively communicate and connect with homeless residents in a manner that encourages potential clients to receive services and seek housing sustainability. Ultimately, the main goal of our services is to have residents follow the steps and resources provided by SWAG. The aforementioned steps and services include ongoing contact, treatment, crisis stabilization housing, and eventually building a path towards permanent housing. As the first step, street outreach and emergency housing services are vital aspects of reducing homelessness in the City of Lake Elsinore as well as helping our most vulnerable residents.

SCOPE OF SERVICES

Social Work Action Group (SWAG) will work in conjunction with the City of Lake Elsinore to facilitate and lead the overall scope of homeless services for the City of Lake Elsinore. Services will be provided with flexibility to meet the needs of the community **from July 1, 2021 through June 30, 2022** and will be in support of the City's 2020 ESG-CV2 grant awarded by the Riverside County Continuum of Care as part of the Housing, Homelessness Prevention and Workforce Solutions Department. This includes covering retroactive costs related to COVID-19 and emergency housing services from March 4, 2020. More specifically, SWAG will provide the following activities and services:

STREET OUTREACH:

- a. Respond to homeless service requests made to and by the City of Lake Elsinore in a timely manner. This includes weekly outreach events in the City of Lake Elsinore, Wildomar and surrounding County areas. Particularly, to prevent, prepare and respond to coronavirus.
 - Street outreach will be ongoing with two (2) full-time outreach workers/case managers.
 - Workers will also be equipped with sanitation kits to ensure staff are able to maintain safety through sanitization.
- b. Homeless Street Outreach will be conducted in partnership with law enforcement to address specific "hot spot" areas as identified by SWAG, City of Lake Elsinore staff and the Riverside Sheriff's Department.
- c. The focus will be on working with the homeless population who are NOT connected with other services such as day centers and emergency housing, as these persons can access services and case management from these providers. This effort is aimed at reaching those who cannot or will

not reach services on their own. The outreach team will target, when possible, the most vulnerable including seniors, unaccompanied women, and veterans.

- d. All individuals encountered will be included in the by-name list specifically maintained for the City of Lake Elsinore. This list will be shared with the City each month.
Individuals found living on the streets will be assessed and provided assistance to exit life on the streets. Services include obtaining admittance and transportation to emergency housing options, alcohol and drug treatment, connection to mental and physical health providers, case management, etc.
 - This includes providing full wrap around services using the full-time person outreach team with support from SWAG's Homeless Emergency Action Team (HEAT), which includes a Nurse Practitioner and Substance Abuse Counselor.
- e. All efforts will be made to achieve established benchmarks for this program which include serving up to 125 households and/or persons, connecting 100 households and/or persons with any kind of housing and/or services, and making every effort to avoid having people exit back into homelessness.

EMERGENCY HOUSING SERVICES:

- a. Lease up to six (6) motel units, based on availability, to slow the spread of COVID-19 by providing an immediate housing option for those chronically homeless through January 31, 2022.
- b. Individuals housed will be from Lake Elsinore, Wildomar and/or the surrounding county areas and will be selected and placed by the Lake Elsinore's Outreach Team. All individuals will be entered appropriately into CES.
- c. Maintain minimum safety, sanitation, and privacy standards of emergency housing units including supplies, food, maintenance and housekeeping services.
- d. All program participants who receive Emergency Housing assistance meet the eligibility criteria of HUD's criteria for defining homelessness, i.e. paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.
- e. Occupants will not be required to sign leases or occupancy agreements. Team to provide a Housing First approach, offering immediate and low-barrier access to anyone facing a housing crisis. Emergency stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.
- f. Diversion strategies will be used to help homeless individuals identify and access safe alternatives to an emergency housing quickly. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.
- g. Provide essential services to individuals and families in emergency housing such as case management, employment assistance and job training, outpatient health services, legal services, life skills, mental health services, substance abuse treatment services, and transportation and other services, as needed based on the funding available and needs of the individual.
- h. Develop and implement a new SWAG employment and job training program including one-time costs for equipment including a work truck and supplies. This program will include efforts to develop individualized employment plans, employment readiness workshops and teaching financial literacy. Participants will be given the opportunity to work in and around the City to clean

up key areas. All participants will be given a limited wage associated with their work as part of building self-awareness and self-worth.

- i. All efforts will be made to achieve established benchmarks for this program which include serving up to 18 households and/or persons, helping 14 households and/or persons achieve housing stability, and providing mainstream benefits and/or income/employment support to 80% or more.

ADMINISTRATION & COORDINATION EFFORTS:

- a. Conduct Riverside County housing assessments (VI-SPDAT) to homeless individuals and families and provide navigation services.
- b. Participate in Coordinated Entry System (CES) and maintain working relationships with other service providers.
- c. SWAG will conduct/participate in Homeless Management Information System (HMIS) responsibilities. These duties will be facilitated by a part-time HMIS coordinator who will be tasked with collecting client level data and detailing individuals/groups who are prone to homelessness.
 - o Each individual will be entered into HMIS at first contact.
- d. A comprehensive street outreach file will be created/maintained for each individual that includes at least the following documentation:
 - o Proof of Eligibility
 - o Program Intake Documents such as HMIS Release of Information, Notice of Privacy Practices, participant grievance, consent form and identification, etc.
 - o Case notes and plan showing a plan developed by the Case Manager to assist the individual in entering permanent housing services.
 - o Back up documentation for all efforts including referrals made or services provided.
 - o Program discharge/exit paperwork.
- e. Actively participate in the City's monthly Homeless Task Force Meetings and Riverside County Behavioral Health Crisis Team meetings.
- f. Participate in a regional Street Outreach Collaborative that will include other Street Outreach Teams that will meet regularly to coordinate outreach and case conference, as announced by the County of Riverside as part of ESG-CV2 grant.
- g. Facilitate community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless populations.
- h. Assist with coordination and facilitation of the Homeless Outreach Community Coalition meetings.
- i. Participate in city sponsored community events, as requested.
- j. Participate in weekly Coordinated Entry Housing Navigation meetings to advocate and ensure clients are being linked to Riverside County Continuum of Care housing resources.
- k. Connect the homeless population to appropriate housing solutions throughout Riverside County.
- l. SWAG will assist in developing informational content, which will include material for the regional anti-panhandling campaign and disseminate it throughout the community. The campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.
- m. SWAG will help plan and host a series of lectures open and available to the public.
- n. Provide support to the City of Lake Elsinore through training, presentations and sharing updates related to trends in regional homeless efforts.