

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CITY NET dba KINGDOM CAUSES

Public Safety and Engagement Team (PSET) Street Outreach

RFP No. 1921

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CITY NET, a California non-profit corporation doing business as “Kingdom Causes” (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Public Safety and Engagement Team (PSET) Street Outreach (“Project”).

2. **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect for one (1) year following the Effective Date, unless otherwise terminated pursuant to the provisions herein. Upon mutual written agreement of the Parties, the Term may be extended for two (2) additional one (1) year periods.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for a sum not to exceed Four Hundred and Four Thousand Seven Hundred Fifty-Eight Dollars (\$404,758.00), each year, payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Community & Economic Development Dept.  
City of Riverside  
Attn: Shaleah Thomas  
3900 Main Street  
Riverside, CA 92522

To Consultant

City Net  
Attn: Matt Bates  
2121 W. Crescent Avenue  
Suite A  
Anaheim, CA 92801

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

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

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

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

**11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.



12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

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

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

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

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the 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 of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

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

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

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

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,



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

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

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

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

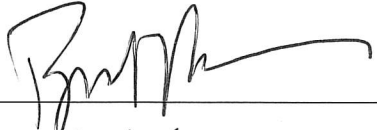
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

CITY NET, a California non-profit Corporation doing business as "Kingdom Causes"


By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Brad Fieldhouse  
[Printed Name]  
Executive Director  
[Title]

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By:  \_\_\_\_\_  
Chief Financial Officer

By:  \_\_\_\_\_  
Arthur Gray  
[Printed Name]  
Board Secretary  
[Title]

Approved as to Form:

By:  \_\_\_\_\_  
Deputy City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

Consultant shall provide 40 hours, every week, of face-to-face outreach, intake and assessment, crisis intervention, resource referrals, transportation, and case management to individuals and families living on the streets within the City of Riverside, as part of the City's PSET engagements. Consultant shall at all times adhere to the Housing First principles set forth in Attachment 1 to this Exhibit "A". Consultant shall provide Street Outreach Workers and be responsible for the following Scope of Services:

1. Worker Qualifications. Consultant shall ensure that Street Outreach Workers have the following Minimum Qualifications:
  - 1.1 A high school diploma or GED and two (2) years' experience working with people experiencing homelessness or community groups providing another social service-oriented program; qualifying education in social science, psychology, sociology, social/humans services, economics, or other behavioral sciences may be substituted for one (1) year of experience.
  - 1.2 At least one (1) year of experience with the Continuum of Care and issues faced by homeless individuals and other marginalized populations in crisis.
  - 1.3 Demonstrated ability to apply theories of the Motivational Interviewing, Harm Reduction, and Trauma Informed approaches.
  - 1.4 At least one (1) year of experience working with clients with mental illness or dual diagnoses is highly desirable.
  - 1.5 Excellent written and verbal communication and interpersonal skills, and a proven ability to collaborate with community partners.
  - 1.6 Proficiency in Microsoft Office applications and HMIS.
  - 1.7 Available to work evenings and weekends and provide services to clients at numerous locations within the City of Riverside.
  - 1.8 Able to pass a background check.
  - 1.9 Have his/her own transportation for job-related travel and transporting clients to services and be able to meet insurance carrier's requirements for approval to drive.
  - 1.10 Bi-lingual Spanish language capabilities a plus.
  
2. Outreach. Consultant shall provide the following outreach services:
  - 2.1 Conduct face-to-face outreach with individuals and families living on the streets within the City of Riverside.
  - 2.2 Conduct target outreach services for those persons who have the most severe service needs and the longest histories of residing in emergency shelters and in places not meant for human habitation.
  - 2.3 Work as part of a multi-disciplinary team with City Staff and community partners (i.e. Riverside County Departments, Operation Safehouse, Path of Life Ministries, Helping Hearts, Salvation Army, etc.).
  - 2.4 Build trust and relationships with people experiencing homelessness, including those

who are unsheltered, helping them access housing and services based on clients' needs.

- 2.5 Conduct intake assessments with homeless individuals and make referrals by email or written request to housing and social services providers based on needs.
  - 2.6 Participate with the City's Public Safety and Engagement Team (PSET) to provide outreach services to individuals in encampments.
3. Case Management. Consultant shall provide the following case management services:
- 3.1 Assist persons experiencing homelessness in the development, implementation, and revision of their individual short-term and long-term housing plans and consistently monitor participants' progress toward their goals, using a Housing First approach and in alignment with the CES process.
  - 3.2 Communicate with those experiencing homelessness about needed services (e.g., health and behavioral health care, housing, income, legal services, benefits, and others), as requested.
  - 3.3 Provide emotional support for individuals through the process of securing housing, benefits, and social services.
  - 3.4 Utilize core principles of general counseling and problem-solving, as well as evidence-based practices, including Housing First, Motivational Interviewing, and Trauma-Informed Care.
  - 3.5 Coordinate with City of Riverside Case Management Team to transition clients who have been housed.
4. Collaboration and Communication. Consultant shall collaborate and communicate as follows:
- 4.1 Establish and maintain positive relationships with City and County staff, law enforcement, housing providers, health and human services organizations, business owners, and residents to provide community education about homelessness and respond to specific community concerns related to homeless individuals, using best practices.
  - 4.2 Participate in the CES, as well as program-related coalitions, meetings, and partnerships as appropriate.
  - 4.3 Meet weekly with the Office of Homeless Solutions staff to report previous week's activities and to report on the upcoming work week, exchange pertinent information, provide ongoing updates, and keep them informed of issues and concerns related to all individuals experiencing homelessness.
  - 4.4 Maintain City of Riverside ethics regarding privacy and confidentiality, dual-relationships, and professional stature.
5. Program Tracking and Outcome Measurement. Consultant shall provide program tracking and outcome measurement services as follows:
- 5.1 Monitor participant progress toward established goals.
  - 5.2 Use HMIS as the system of record, as outlined in the Prerequisites section of RFP

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- 5.3 Maintain documentation, records, and contacts in accordance with applicable City standards and regulations, grant requirements, etc. This includes ensuring that client files are complete, accurate, up to date, and stored appropriately.
  - 5.4 Provide Housing Authority Staff with weekly Microsoft Excel progress reports that include information regarding contacted individuals, including:
    - 5.4.1 First name and last name
    - 5.4.2 Phone numbers of each individual
    - 5.4.3 Dates of contact for each individual
    - 5.4.4 Cross streets or address where the contacted individual occurred
  - 5.5 Provide Microsoft Excel progress reports to the Housing Authority Manager within two (2) business days of an email or written request.
6. Subject Matter Expertise. Consultant shall provide subject matter expertise as follows:
- 6.1 Maintain up-to-date knowledge of the Riverside area, including City policies, programs, and procedures related to the provision of services for individuals experiencing homelessness.
  - 6.2 Maintain knowledge of general principles and practices related to:
    - 6.2.1 Street outreach,
    - 6.2.2 Counseling,
    - 6.2.3 Case management and intervention,
    - 6.2.4 Housing, health/mental health,
    - 6.2.5 Substance use disorder assessments,
    - 6.2.6 Interventions,
    - 6.2.7 Programs and services.
  - 6.3 Remain current and knowledgeable about local housing and social services programs, public benefits programs, community resources, referrals, and service linkages.
  - 6.4 Participate in continuing education activities, remaining knowledgeable in areas of expertise.
7. Other Duties. Consultant shall perform other duties as agreed upon in collaboration with the City's Office of Homeless Solutions.



## Attachment 1 to Exhibit “A”

### HOUSING FIRST PRINCIPLES

‘Housing First’ is a recovery-oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed. It is an approach first popularized by Sam Tsemberis and Pathways to Housing in New York in the 1990s, though there were Housing First-like programs emerging elsewhere, including Canada (HouseLink in Toronto) prior to this time. The basic underlying principle of Housing First is that people are better able to move forward with their lives if they are first housed. This is as true for people experiencing homelessness and those with mental health and addictions issues as it is for anyone. Housing is provided first and then supports are provided including physical and mental health, education, employment, substance abuse and community connections.

There are five *core principles of Housing First*:

1. **Immediate access to permanent housing with no housing readiness requirements.** Housing First involves providing clients with assistance in finding and obtaining safe, secure and permanent housing as quickly as possible. Key to the Housing First philosophy is that individuals and families are not required to first demonstrate that they are ‘ready’ for housing. Housing is not conditional on sobriety or abstinence. Program participation is also voluntary. This approach runs in contrast to what has been the orthodoxy of ‘treatment first’ approaches whereby people experiencing homeless are placed in emergency services and must address certain personal issues (addictions, mental health) prior to being deemed ‘ready’ for housing (having received access to health care or treatment).
2. **Consumer choice and self-determination.** Housing First is a rights-based, client-centered approach that emphasizes client choice in terms of housing and supports.
  - Housing - Clients are able to exercise some choice regarding the
  - location and type of housing they receive (e.g. neighborhood, congregate setting, scattered site, etc.). Choice may be constrained by local availability and affordability.
  - Supports – Clients have choices in terms of what services they receive, and when to start using services.
3. **Recovery orientation.** Housing First practice is not simply focused on meeting basic client needs, but on supporting recovery. A recovery orientation focuses on individual well-being, and ensures that clients have access to a range of supports that enable them to nurture and maintain social, recreational, educational, occupational and vocational activities.

For those with addictions challenges, a recovery orientation also means access to a harm reduction environment. Harm reduction aims to reduce the risks and harmful effects associated with substance use and addictive behaviors for the individual, the community and society as a whole, without requiring abstinence. However, as part of the spectrum of choices that underlies both Housing First and harm reduction, people may desire and choose ‘abstinence only’ housing.

4. **Individualized and client-driven supports.** A client-driven approach recognizes that individuals are unique, and so are their needs. Once housed, some people will need minimum supports while other people will need supports for the rest of their lives (this could range from case management to assertive community treatment). Individuals should be provided with “a range of treatment and support services that are voluntary, individualized, culturally-appropriate, and portable (e.g. in mental health, substance use, physical health, employment, education)” (Goering et al., 2012:12). Supports may address housing stability, health and mental health needs, and life skills.

Income supports and rent supplements are often an important part of providing client-driven supports. If clients do not have the necessary income to support their housing, their tenancy, health and well-being may be at risk. Rent supplements should ensure that individuals do not pay more than 30% of their income on rent.

It is important to remember that a central philosophy of Housing First is that people have access to the supports they need, if they choose. Access to housing is not conditional upon accepting a particular kind of service.

5. **Social and community integration.** Part of the Housing First strategy is to help people integrate into their community and this requires socially supportive engagement and the opportunity to participate in meaningful activities. If people are housed and become or remain socially isolated, the stability of their housing may be compromised. Key features of social and community integration include:
  - a. Separation of housing and supports (except in the case of supportive housing)
  - b. Housing models that do not stigmatize or isolate clients. This is one reason why scattered site approaches are preferred.
  - c. Opportunities for social and cultural engagement are supported through employment, vocational and recreational activities.

While all Housing First programs ideally share these critical elements, there is considerable variation in how the model is applied, based on population served, resource availability, and other factors related to the local context. There is no ‘one size fits all’ approach to Housing First.

## **EXHIBIT "B"**

### **COMPENSATION**

Consultant shall perform the Services under this Agreement for a sum not to exceed Four Hundred and Four Thousand Seven Hundred Fifty-Eight Dollars (\$404,758.00), each year, payable in accordance with the terms set forth in the attached rate sheet.

Attached:

- Attachment B Compensation



**Riverside  
2019 Street Outreach Revised Budget  
10/16/19**

**Overview**

City Net respectfully submits these budget revisions for Street Outreach and McKinney-Vento family assistance in the City of Riverside ("City") per the instructions from Housing Authority Manager Michelle Davis on 9/30/19.

**Cost Table**

Revisions to this Budget are consistent with the cost table submitted by City Net in response to City "Request for Clarification #1, July 22, 2019". The Cost Summary includes all materials and supplies, client expenses, and indirect costs per hour for each activity. Proposed costs are all inclusive per activity.

Activity	Price (per hour)
Outreach Staff	\$23.58
Administration	\$48.10
Support Services	\$9.52
Vehicle Costs	\$9.52

**Revised Budget** (Revised categories in green)

Category	Title	Price (per hour)	Hours/year	TOTAL
Outreach, Public Safety and Engagement Team	Outreach/Engagement 1	\$23.58	2,080	\$49,046
Outreach, Public Safety and Engagement Team	Outreach/Engagement 2	\$23.58	2,080	\$49,046
Outreach, McKinney Vento Team	Outreach/Engagement 3	\$23.58	2,080	\$49,046
Outreach, McKinney Vento Team	Outreach/Engagement 4	\$23.58	2,080	\$49,046
Administration	Program Supervisor	\$48.10	416	\$20,010
Administration	Director of Programs	\$48.10	208	\$10,005
Administration	President	\$48.10	52	\$2,501
Administration	Vice President	\$48.10	52	\$2,501
Administration	Director of Operations	\$48.10	52	\$2,501
Vehicle Costs		\$9.52	2,080	\$19,802
Vehicle Costs		\$9.52	2,080	\$19,802
Support Services	Materials and Supplies	\$9.52	2,080	\$19,802
Support Services, Public Safety Team	Client Expenses	\$9.52	1,560	\$14,851
Support Services, McKinney Vento	Client Expenses	\$9.52	6,303	\$60,005
Support Services	Indirect	\$9.52	3,865	\$36,796
<b>TOTAL</b>				<b>\$404,758</b>

**Notes on Revisions**

- Total FTEs: 4.38
- Added 2 FTE Outreach/Engagement positions for McKinney Vento Outreach
- Program Supervisor and Director of Programs: increased hours by 100% to reflect added supervisory/oversight
- Support Services, Materials and Supplies: increased to reflect needs of 4 total FTEs
- Support Services, Client Expenses: increased to equip both outreach teams with client expense resources. Additional funding is being requested to serve McKinney Vento families to secure permanent housing. This funding will provide double deposit, move in fees and resources for families experiencing street level homelessness for the episode to be brief, rare and non-recurring.
- Indirect: remains at 10%, but increased amount to reflect enlarged scope of contract.

**EXHIBIT "C"**

**KEY PERSONNEL**

Jennifer Munoz, Case Manager

Pamay Ha, Case Manager

Amanda Carlo, Housing Navigator

Tyler Ahtonen, Program Supervisor

Jessica Bruce, Director of Programs

Brad Fieldhouse, President

Matt Bates, Vice President

Meg Oka, Director of Operations