## FIFTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### CITY NET dba "KINGDOM CAUSES"

Public Safety and Engagement Team Outreach Services RFP No. 1921

This Fifth Amendment to Professional Consultant Services Agreement ("Fifth Amendment") is made and entered into this 20 day of June , 2023, 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"), with respect to the following:

#### RECITALS

WHEREAS, on January 22, 2020, following the City Council's November 19, 2019, approval of the use of Measure Z funds for homeless outreach services, the City and Consultant entered into a Professional Consultant Services Agreement ("Agreement"), wherein the Consultant agreed to perform services related to the City's Public Safety and Engagement Team (PSET) Street Outreach, for a one-year term with two one-year options to renew, for an amount not to exceed Four Hundred Four Thousand Seven Hundred Fifty-Eight Dollars (\$404,758.00), each year; and

WHEREAS, on March 13, 2020, following a declaration of a state of emergency by the Governor of the State of California, the Public Health Officer for the County of Riverside, and the President of the United States, the Director of Emergency Services for the City of Riverside issued a Declaration of Local Emergency to increase its efforts to protect the public from the COVID-19 pandemic ("Public Health Emergency"); and

WHEREAS, on June 25, 2020, the City and Consultant entered into a First Amendment to Professional Consultant Services Agreement ("First Amendment") to modify the scope of services to include two additional outreach workers and to increase the annual compensation, for the initial term, to a sum not to exceed Five Hundred Eight Thousand Two Hundred Seventy Dollars (\$508,270.00); and

WHEREAS, on August 30, 2020, the City and Consultant entered into a Second Amendment to Professional Consultant Services Agreement ("Second Amendment") to modify the compensation to include funds from the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and State of California Budget Act of 2020 for outreach services in response to the Public Health Emergency; and

WHEREAS, on January 23, 2021, the City and Consultant entered into a Third Amendment to Professional Consultant Services Agreement ("Third Amendment") for Public Safety and Engagement Team Outreach Services, extending the term of the Agreement and increasing compensation; and

WHEREAS, on May 18, 2022, the City and Consultant entered into a Fourth Amendment to Professional Consultant Services Agreement ("Fourth Amendment") for Public Safety and Engagement Team Outreach Services, extending the term of the Agreement and increasing compensation; and

WHEREAS, the City and Consultant now desire to amend the Agreement to extend the term of the Agreement to January 22, 2024, and to increase the compensation during the extended term to Six Hundred Sixty Thousand Seven Hundred Sixty-Seven Dollars and Forty-Eight Cents (\$660,767.48).

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the City and Consultant agree as follows:

- 1. Paragraph 2, Term, is hereby amended to extend the term to January 22, 2024.
- 2. Paragraph 3, Compensation/Payment, is hereby deleted in its entirety and replaced with the following:
  - "3. Compensation/Payment. Consultant shall perform the Services under this Agreement as follows:

For the initial term, from January 22, 2020, to January 22, 2021, Consultant shall perform the Scope of Work under the Agreement for a sum not to exceed Four Hundred Four Thousand Seven Hundred Fifty-Eight Dollars (\$404,758.00), payable in accordance with Exhibit "B."

For the extended term beyond the initial term, from January 23, 2021, to January 22, 2022, Consultant shall perform the Scope of Work under the Agreement, as amended, for a sum of Four Hundred Thirteen Thousand Nine Hundred Forty-Eight Dollars and Fifty-Eight Cents (\$413,948.58), payable in accordance with the terms set forth in Exhibit "B-1."

For the extended term beyond the initial term, from January 23, 2022, to January 22, 2023, Consultant shall perform the Scope of Work under the Agreement, as amended, for a sum of Five Hundred Thirty-Two Thousand Nine Hundred Ninety-Six Dollars and Thirty-Two Cents (\$532,996.32), payable in accordance with the terms set forth in Exhibit "B-2."

For the extended term beyond the initial term, from January 23, 2023, to January 22, 2024, Consultant shall perform the Scope of Work under the Agreement, as amended, for a sum of Six Hundred Sixty Thousand Seven Hundred Sixty-Seven Dollars and Forty-Eight Cents (\$660,767.48), payable in accordance with the terms set forth in Exhibit "B-3."

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."

3. Exhibit "B-3" is hereby attached to and incorporated into the Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Fifth Amendment 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: Print Name: Brad Fieldhouse Title: President (Signature of Board Chair, President, or Vice President)
ATTESTED TO:	
Rv∙	and
City Clerk  CERTIFIED AS TO AVAILABILITY OF FUNDS:	By Jury Print Name: Stacie Hurst Title: CFO (Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)
Chief Financial Officer APPROVED AS TO FORM:	

### EXHIBIT "B-3"

#### **COMPENSATION**

Consultant shall perform the Services under the Agreement for a sum not to exceed Six Hundred Sixty Thousand Seven Hundred and Sixty-Seven Dollars and Forty-Eight Cents (\$660,767.48), for the extended term (January 23, 2023 – January 22, 2024), payable in accordance with the terms set forth in the attached rate sheet.

## Attached:

Rate Sheet



# Riverside PSET Street Outreach and Engagement Cost Proposal

# Riverside PSET Street Outreach and Engagement Annual Budget, Prices as of 3/2/23

Labor			·			1
Title/Role	Description	Fully Loaded Compensation	Hrs/ week	Wks	FTE	TOTAL
Regional Director	Project compliance with management, operations and public safety standards	\$52.08	2	52		\$5,416.32
Program Supervisor	Direct program activities, staff management/	\$43.21	12	52	0.30	\$26,963.04
	supervision and project coordination	7 10122			0.50	720,303.01
Case Management	Outreach, engagement, case management, housing navigation, supportive services	\$32.00	40	52	4.00	\$266,240.00
Dispatch	Response to recorded and live inquiries	\$27.00	8	52	0.20	\$11,232.00
Data Analyst	HMIS data entry, reporting, data compliance	\$34.00	8	52	0.20	-
Executive Leadership	Quality control, communications, problem solving	\$79.50	4	52	0.10	\$16,536.00
Community Engagement	Aligns activities with community stakeholders and generates resources for client needs	\$31.50	4	52	0.10	\$6,552.00
Finance/billing	Payroll, billing, financial controls	\$45.24	10	52	0.25	\$23,524.80
Human resources	Staff recruiting, hiring, training, disputes	\$49.20	10	52	-	\$25,584.00
Operations	Inventory, purchasing, technical support	\$35.00	5	52	-	\$9,100.00
Labor Contingency	At 5%: funding available for additional street outreach and engagement hours (nights, weekends, holidays, special events, etc.) not contained within the normal					\$28,604.65
					T	\$433,896.8
Operations and Program Expens						
Item	Description					TOTAL
Materials and Supplies	Staff/client transport (2 vehicles): vehicle lease, gas, insurance, maintenance					\$48,000.00
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.					
Rent	Office space rental (staff offices, confidential client file storage, materials and supplies storage)					
Equipment	Phones, computers (hardware and software) and equipment					
Materials and Supplies	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face shields, proximity suits, trash bags, etc.) with replacements					
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.					
Materials and Supplies	IT support and client management software licenses					\$5,017.50 \$5,853.75
Materials and Supplies	Financial Audit					\$3,345.00
Materials and Supplies	Liability Insurance					\$2,508.75
	Operati	ons and Progran	n Expen	ses Sub	total:	\$166,800.9
Administration						
Category	Description					TOTAL
De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project					\$60,069.77
			ninistrat		understanderposseryone	\$60,069.7
					-	\$660,767.48