

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### ***Social Work Action Group***

### ***Homeless Outreach, Housing and Supportive Services***

This Agreement for Professional Services (the "Agreement") is made and entered into as of August 1, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Social Work Action Group (SWAG), a non-profit organization ("Consultant").

### **RECITALS**

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

Full-service, homeless street outreach, housing navigation, ongoing case management, supportive services, housing subsidies, rental assistance, and community engagement in support of the City of Lake Elsinore, Wildomar, and surrounding county areas.

B. Consultant has submitted to City a proposal, dated September 17, 2019, 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 (Exhibit A), 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.

The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed one million fifteen thousand dollars (\$1,015,000) 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. Contractor 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. Contractor'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 Contractor provides services. Contractor'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 Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Reserved.

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. 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 acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall

be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. 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.

b. 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. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

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.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, 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.

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. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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)  
4055 Jurupa Avenue, Room 25  
Riverside, CA 92506

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral

communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Execution. 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.



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. 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.

29. 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.

30. 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.

31. Execution. 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.

[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

“CONSULTANT”

Social Work Action Group, a non-profit organization

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
By: Aaron Petroff  
Its: Group Director

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

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

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

EXHIBIT B  
LIST OF SUBCONTRACTORS  
[ATTACHED]



# Social Work Action Group Scope of Homeless Services House LE/House Wildomar Program

Serving Humanity  
Innovation + Accountability + Responsibility  
Community Involvement

September 17, 2019

## SOCIAL WORK ACTION GROUP

### *Addressing Homeless in the City of Lake Elsinore, City of Wildomar and Surrounding County Areas*

#### **Purpose**

Social Work Action Group (SWAG) will coordinate efforts with the City of Lake Elsinore, City of Wildomar and District 1 of Riverside County, on the House LE/ Wildomar HEAP Project, to effectively address and reduce the homeless population. SWAG will provide consistent and intensive case management services to individuals living on the streets and provide housing navigation and case management services to those that are housed. Assisting these most vulnerable and service resistant individuals will result in a direct savings to city facilities and staff, law enforcement, paramedics/fire, business and improve the overall quality of life for the Cities of Lake Elsinore and Wildomar.

#### **About Us**

The SWAG team is made up of individuals who have a solid foundation in social services. Our expertise is in program design and implementation of direct services to the chronically homeless. SWAG team members have extensive experience dealing with homelessness at the city, county and federal level. Team members have direct street outreach experience, program supportive housing case management and management of homeless housing programs such as Tenant-Based Rental Assistance, Emergency Solutions Grants, Rapid Rehousing for families and Permanent Supportive Housing for individuals and families. Additionally, all staff has participated in mental health first responder and substance abuse training. Our innovative and systematic approach towards addressing homelessness is not geared towards the services themselves, but rather the ultimate outcome of measurable success.

#### **KEY ACTIVITIES**

##### **1. Outreach/ Case Management to the unsheltered homeless**

Street outreach/ case management must be intensive, consistent, strategic and needs the partnership of city staff and law enforcement to identify and locate those living on the streets and most vulnerable. When meeting an individual on the street, we complete an intake assessment that addresses the individual's issues and behaviors that resulted in their homelessness. We then develop an action plan that directs our activities and interactions with the individual to achieve specific outcomes both short and long term. Quite often, this includes linkage to mental health and substance abuse treatment services and ultimately a permanent housing solution.

##### **2. Outreach to the community at-large**

SWAG will develop informational content, which will include material for an anti-panhandling/ compassionate giving campaign and disseminate it throughout the community, as we believe coordination of efforts is essential. 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. This will be done through the distribution of posters, flyers and electronic format. SWAG will begin with addressing community partners, which include first responders, service providers, faith-based organizations, non-profits, community groups and businesses.

**3. Census of unsheltered homeless**

In every community, it is vital to conduct a thorough and comprehensive census of the unsheltered homeless population. City staff, Riverside County Sheriff's Department and SWAG will work together to accurately locate, identify, survey and track individuals, through the creation of a by-name list. A comprehensive assessment will provide an in-depth look at the individual, the circumstances and incidents that led to homelessness such as severe trauma(s). We will also detail one's connections and support systems in the city to leverage those individuals and incorporate those resources. This information will be used to develop an individualized action plan. This will be done on an ongoing basis as new individuals enter the city.

**4. Housing Navigation and Rental Assistance**

Housing Navigation bridges the gap between homelessness and stable housing by connecting individuals and families to permanent housing solutions. The SWAG team will connect our clients to housing, supporting the clients and maintaining strong, sustainable relationships with landlords, property owners and leaders in the Lake Elsinore and Wildomar communities. Rental assistance and flexible housing subsidies will be utilized at the discretion of SWAG and the City of Lake Elsinore, City of Wildomar and District 1.

**5. Measurable Outcomes**

SWAG's programs are all designed with an ultimate goal of obtaining true measurable outcomes. Traditionally, social service programs are centered around the delivery of services. We start with a measurable outcome and then devise a series of activities and services to support and obtain the measurable outcome.

***Unsheltered Homeless Individuals/Families***

- A total of 120 individuals will be served by the project and a minimum of 40 individuals will be provided housing/rental assistance.

***Community Outreach***

- Outreach to businesses to educate them on homeless services. SWAG will generate a tracking log of all businesses encountered and provide information to the City of Lake Elsinore.
- Outreach to faith-based organizations as identified by the Cities of Lake Elsinore and Wildomar and community asset strategic mapping activities.

## 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. SWAG's services will include street outreach, housing navigation, ongoing case management and supportive services for those who have been housed and exited life on the streets, housing subsidies and rental agreements with landlords, rental assistance and community engagement and education. The SWAG Homeless Services Team will be overseen by both the SWAG Executive Director and Director of Programs to ensure program efficiency and success and to provide the City of Lake Elsinore with additional community support. The SWAG homeless services team will follow a Monday-Friday, 8am-5pm schedule and will be available on Saturday and Sunday when necessary to meet the needs of the community and project.

Full-time, approximately 40 hours per week will be provided at a cost not to exceed \$500,000 for all related SWAG services. In addition, SWAG will administer and manage the House LE/House Wildomar housing subsidies and assistance programs in amount not to exceed \$515,000. The term of this agreement will be from August 1, 2019 to June 30, 2021. All services will be billed on an hourly basis each month to allow flexibility in meeting the service demands of the cities and District 1. Funds have also been allocated for key capital costs, transportation and related admin costs. In addition, funds have been proposed as contingency funds to be used for services/special needs to best assist the homeless such as food, gift cards, housing supplies, etc. Housing funds will be billed as they are spent to house those in need, and all assistance will be approved by the Homeless Task Force and/or City staff.

SWAG will provide the following activities and services:

- Respond to homeless service requests made to and by the City of Lake Elsinore, City of Wildomar and District 1 in a timely manner.
- Homeless Street Outreach/ Case Management will be conducted to address specific "hot spot" areas as identified by SWAG, City of Lake Elsinore staff and the Sheriff's Department.
- All individuals encountered will be included in the by-name list.
- Individuals found living on the streets will be assessed and provided intensive case management services to exit life on the streets, which includes but are not limited to: obtaining admittance and transportation to emergency shelter options, alcohol and drug treatment, linkage to mental and physical health providers, appropriate housing solutions, etc.
- Provide strategic rental subsidies and assistance to up to 40 individuals this includes securing housing opportunities and entering into rental agreements or partnerships as needed. SWAG will work with the region to develop a rental assistance and subsidy program. This includes development of lease agreements, standards, landlord incentives, requirements and administration of subsidies/assistance. Rental assistance and flexible housing subsidies will be utilized at the discretion of SWAG, City of Lake Elsinore, City of Wildomar and District 1. This assistance including payment will be managed by SWAG. These will be billed as needed and will not exceed a total cost of \$515,500.
- Facilitate community asset mapping for strategic coordination and alignment of community resources that serve the homeless population.
- Assist with coordination and facilitation of Homeless Community Outreach Coalition meetings.
- Provide support to the cities and county through trainings, presentations and sharing updates related to trends in regional homeless efforts.



- Data collection of key activities and results, community partners/businesses engaged will be reported to the City of Lake Elsinore, City of Wildomar and t on a monthly and quarterly basis.
- Attend and participate in City Council meetings and city sponsored events, as requested.
- Overall, SWAG will assist in the full implementation of the proposed House LE/House Wildomar program as outlined in the originally proposed timeline of activities for the Homeless Emergency Aid Program funding. All activities will be implemented as outlined. However, may be adjusted as needed to fulfill the overall purpose of the proposed House LE/House Wildomar program – to get the chronic homeless off the streets. See attached timeline – Exhibit A.

SWAG SERVICES – BILLING & BUDGET BREAKDOWN	
Hourly Services	
Street and Community Outreach, Housing Navigation Services	\$40 per hour
Case Management and Supportive Services	\$40 per hour
One-Time & Monthly Costs	
Capital Costs (one-time)	Up to \$15,000
Transportation Costs (monthly)	\$1,400 per month
Administration Costs (monthly)	\$600 per month
Contingency Funds (as needed)	Up to \$30,200
Housing Costs	
Housing Funds (as needed/used) (rental assistance, vouchers, subsidies, landlord incentives) Amount varies by individual/program. All assistance will be documented appropriately and submitted to the City for reimbursement.	Up to \$515,000
<b>CONTRACT TOTAL (AUGUST 1, 2019 – JUNE 30, 2021)</b>	
<b>NOT TO EXCEED \$1,015,000</b>	

Invoices will be submitted to the City each month within 30 days of the month end. Each invoice will outline all related costs in each category. Related supporting documentation will be provided.

## EXHIBIT A

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
 County of Riverside # DPARC-564

Grant Performance Period March 1, 2019 to June 30, 2021 (28 months)

**Primary Objectives:**

- 1) Street outreach, enforcement, and navigation for approximately 150 street homeless individuals;
- 2) Housing navigation and resource coordination;
- 3) Case management and supportive services; and
- 4) Systems coordination and reporting capacity.

Activities	Time	Performance Period*	Agency Responsible	Person(s) Responsible
0. Execute agreement between County of Riverside and Lead Agency (City of Lake Elsinore).	3 weeks	2/1/2019 - 2/28/2019	County of Riverside/ City of Lake Elsinore	Project Manager
<b>Task 1: Build the Team</b>				
1.1. Announce, Prep and Host a Homeless Task Force and Community Update Meeting to Announce Grant Award, Proposed Program, and Welcome Feedback	4 weeks	3/1/2019 - 3/29/2019	City of Lake Elsinore	Project Manager
1.2. Conduct informal bid process for subcontracted service providers.	4 weeks	3/1/2019 - 3/29/2019	City of Lake Elsinore	Project Manager
1.3. Draft and finalize subaward documents.	4 weeks	3/1/2019 - 3/29/2019	City of Lake Elsinore	Project Manager
1.4. Develop job description(s) and post opening(s).	4 weeks	3/1/2019 - 3/29/2019	City of Lake Elsinore	Project Manager / Human Resources
1.5. Hire and train Housing and Outreach Specialist.	4 weeks	3/1/2019 - 3/29/2019	City of Lake Elsinore	Project Manager

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	1.6. Hire or assign additional Riverside County Sheriff Deputy.	4 weeks	4/1/2019 - 5/30/2019	Riverside County Sheriff's Department	Sheriff's Department
	1.7. Coordinate and facilitate kick-off meeting with Homeless Task Force, Community Collaborative, project partners, staff, and subcontractors.	2 weeks	3/22/2019 - 4/5/2019	City of Lake Elsinore	Project Manager
<b>Task 2: Mobilize &amp; Implement (based on key services)</b>					
	<b>2.1. Homeless Street Outreach</b>				
	2.1.a. Regular homeless street outreach conducted to identify and develop relationships with homeless individuals throughout proposed service area. During outreach team will gather data, educate, refer to services, provide medical service field engagements, and remove barriers when possible. This information and cooperation by the individuals will help identify those to place first in housing and to go through housing navigation identified in 2.5.	4 days a week for 27 months	4/6/2019 - Ongoing	SWAG	SWAG Team

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.1.b. Identify, compare, acquire and launch the technology to serve as a customer relationship management tool to adequately manage and maintain an accurate, comprehensive by-name list that integrates or is part of HMIS. Preferably this will include software for proposed housing database mentioned in 2.5 and can be shared with CES.	8 weeks	3/29/2019 - 4/24/2019	City of Lake Elsinore/SWAG	Housing and Outreach Specialist/SWAG
	2.1.c. Work with all related county departments, non-profits and the COC to identify ways to share and integrate data to streamline services and reduce redundancies in support, outreach and/or services.	27 months	3/29/2019 - Ongoing	All Agencies	Housing and Outreach Specialist
	2.1.d. Handle help requests received by the City and/or SWAG via the web or phone to identify if an individual is homeless or near homelessness in our service area and direct them to appropriate services or support.	27 months	3/1/2019 - Ongoing	SWAG	SWAG Team
	2.1.e. Ensure all homeless individuals encountered on the streets are also input into all County required or recommended systems including HMIS and CES.	27 months	3/1/2019 - Ongoing	SWAG	SWAG Team
<b>2.2. Enforcement</b>					

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.2.a. Conduct consistent law enforcement throughout proposed service area. Make introduction/warm handoff of homeless to SWAG. Track and report performance.	27 months	4/6/2019 - Ongoing	Riverside County Sheriff's Department	Community Services Deputy
	2.2.b. Work with the County of Riverside HOT team and both cities to implement consistent encampment protocols throughout proposed service areas.	3 months	6/1/2019 - 9/1/2019	Riverside County Sheriff's Department	Community Services Deputy
	2.2.c. Introduce deputies to most impacted businesses throughout service area to educate them about ways to get engaged and protect their businesses including Trespass Letters, distributing resource cards and participating in a Crime-Free Business Program.	3 months	6/1/2019 - 9/1/2020	Riverside County Sheriff's Department	Community Services Deputy
	2.2.d. Be readily available for Street Outreach Team when needed. This includes visiting encampments, locating individuals, background checks, safety support, property checks/patrols of housing units, and assisting with law enforcement barriers for those who are homeless.	27 months	3/1/2019 - Ongoing	Riverside County Sheriff's Department	Community Services Deputy
<b>2.3. Housing Outreach</b>					

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.3.a. Identify and interview top landlords in the area using existing contacts to develop and implement a strategy, incentives and cultivation process that will engage and recruit landlords to provide housing for homeless.	Ongoing	04/01/2019 - Ongoing	City of Lake Elsinore	Housing and Outreach Specialist
	2.3.b. Identify, engage and present to key stakeholder groups such as the Southwest Riverside County Association of Realtors, California Apartment Association, top property management companies, and others to share the proposed program and encourage them to partner and join our efforts. Maintain relationships and seek their support in ongoing promotion to those in the proposed service area.	6 months	4/1/2019 - 10/1/2019	City of Lake Elsinore	Housing and Outreach Specialist
	2.3.c. Host landlord workshop in partnership with Riverside County Sheriff's Department to share program and encourage participation and feedback.	2 months	6/1/2019 - 8/1/2019	City of Lake Elsinore	Program Manager
	2.3.d. Develop initial list of prospective landlords interested in supporting housing for homeless. Meet with landlords and understand their lease/rental requirements.	Ongoing	Initial list developed 4/1/2019 - 4/15/2019; then ongoing	City of Lake Elsinore	Housing and Outreach Specialist

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
 County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.3.e. Present requirements to City Attorney for development/review of rental/lease agreements between landlord and SWAG.	2 weeks	4/10/2019 - Ongoing as needed	City of Lake Elsinore	Housing and Outreach Specialist
	2.3.f. Develop template rental/lease agreement between SWAG and tenant(s).	3 weeks	4/10/2019 - 5/1/2019	City of Lake Elsinore	City Attorney
	2.3.g. Rental/lease agreements are provided to SWAG.	Ongoing	4/15/2019 - Ongoing	City of Lake Elsinore	Housing and Outreach Specialist
	2.3.h. Develop eviction protection programs for landlords with City Attorney to ensure the City, SWAG and property owners are protected against legal challenges related to evictions.	4 weeks	5/1/2019 - 6/1/2019	City of Lake Elsinore	City Attorney
<b>2.4. Housing Database - Creating Housing by Using Existing Housing Stock</b>					
	2.4.a. Seek input from project partners to develop list of software needs/criteria for a housing database during Kickoff Meeting 1.7.	1 week	3/22/2019 - 4/5/2019	SWAG	SWAG Team
	2.4.b. Conduct research on existing housing databases including the technologies used such as CES.	2 weeks	3/25/2019 - 4/5/2019	City of Lake Elsinore	Housing and Outreach Specialist

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.4.c. Acquire/purchase and implement database software. Include an online input form that landlords can use to add available properties, if interested. Ensure database is shareable amongst the team and any other key providers serving the service area.	2 weeks	4/8/2019 - 4/22/2019	City of Lake Elsinore	Housing and Outreach Specialist
	2.4.d. Conduct training on database software.	1 week	4/15/2019 - 4/19/2019	SWAG	SWAG Team
	2.4.e. Enter approved leases/rental agreements from 2.3.d. into housing database. Enter additional housing sources into database.	Ongoing	4/22/2019 - Ongoing	SWAG	SWAG Team
	2.4.f. Provide housing database reports to project partners.	Monthly	4/26/2019 - Ongoing	SWAG	SWAG Team
<b>2.5. Housing Navigation, Housing Subsidies, Rental Assistance, and Intensive Case Management and Supportive Services</b>					
	2.5.a. Execute leases on five (5) houses to house homeless individuals throughout the service area right away based on need. All individuals will be approved by Homeless Task Force. Individuals can stay for 30, 60, 90 to 120 days.	6 months	4/15/2019 - 10/15/2019	SWAG	SWAG Team
	2.5.b. Contract maintenance services and insurance for leased houses.	As needed	As needed based on 2.5.a.	SWAG	SWAG Team
	2.5.c. Develop streamlined review process for those being placed in housing.	2 weeks	4/1/2019 - 4/12/19	SWAG	SWAG Team



**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.5.d. Develop list of supportive services providers, gaps/needs, and prospective providers for housing needs such as furniture, repairs and more.	2 weeks	4/1/2019 - 4/12/19; update as needed	SWAG	SWAG Team
	2.5.e. Develop guidelines and limits for rental assistance and/or subsidies including down payment assistance. All assistance to be given out by the agencies to those who are chronically, street homeless whenever possible. Funds will not be made available to the community at large.	2 months	5/1/2019 - 7/1/2019	City of Lake Elsinore	Housing and Outreach Specialist
	2.5.f. Provide homeless candidates and recommendations for housing subsidies and rental assistance to Homeless Task Force for review/vetting.	Every two weeks for 27 months	4/12/2019 - Ongoing	SWAG	SWAG Team
	2.5.g. Develop case management protocols for those receiving rental subsidies and assistance. This includes regular contact and supportive services as needed or required.	2 months	5/1/2019 - 7/1/2019	City of Lake Elsinore	Housing and Outreach Specialist
	2.5.h. Navigate homeless into housing, report into HMIS and other County/Agency systems as requested or required.	27 months	4/1/2019 - 6/30/2021	SWAG	SWAG Team

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.5.i. Develop case management protocols for those in the subsidized houses. This includes regular contact and supportive services as needed or required. Each individual will have a proposed permanent supportive work plan to assist them in transitioning from the immediate housing into longer term transitional housing or recovery. This would include a list of other providers/community groups or faith-based organizations that will support the individual and an action plan.	2 months	5/1/2019 - 7/1/2019	City of Lake Elsinore/SWAG	Housing and Outreach Specialist/SWAG Team
	2.5.j. Provide case management and supportive services to all those housed in the leased homes based on the needs of each individual, e.g. daily or weekly check ins. Bring in other providers and case managers based on needs of the individuals including community partners to assist with socialization.	27 months	4/1/2019 - 6/30/2021	SWAG	SWAG Team
	2.5.k. Develop a list of key contacts and providers eager to support the program by providing services to our homeless in need while they are housed.	27 months	4/1/2019 - 6/30/2021	SWAG	SWAG Team
<b>2.6 Community Outreach</b>					

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	2.6.a. Conduct community engagement presentations to increase awareness and opportunities to help reduce homelessness for residents, businesses, nonprofits, faith-based, service clubs (e.g., donation drives, home repairs/maintenance days, job trainings), and track and report performance.	27 months	4/6/2019 - Ongoing	SWAG	SWAG Team TBD
	2.6.b. Conduct community education with homeless, businesses, neighbors, faith community, etc.	27 months	4/6/2019 - Ongoing	Riverside County Sheriff's Department	Sheriff Deputy
	2.6.c. Host and provide updates to Homeless Outreach Community Coalition. Engage them as partners to support those in the subsidized housing.	Quarterly	Ongoing	City of Lake Elsinore	Project Manager
	2.6.d. Develop and post information regularly regarding the program and ongoing success/improvements to be shared throughout the region on City/County websites, social media and more. This includes telling the individuals' stories and their feedback on the program.	Ongoing	Ongoing	All Agencies	Project Manager
<b>Task 3: Gather, Measure, and Report Data</b>					

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	3.1. Review contractual performance measures, finalize data gathering and reporting tools to be used including HMIS, and outline reporting timeline and responsibilities.	3 months	3/1/2019 - 5/30/2019	City of Wildomar	Report Manager
	3.2 Conduct data gathering from all project partners, compile data, conduct data gathering quality control, report data or cause data to be reported as determined in 3.1. including ensuring data is being reported into HMIS.	27 months	4/1/2019 - 6/30/2021	City of Wildomar	Report Manager
	3.3. Track quality improvement recommendations and changes.	Quarterly	4/1/2019 - 6/30/2021	All Agencies	Report Manager
	3.4 Fulfill all requirements of the grant for reporting purposes on time and accurately.	As required	Ongoing	City of Wildomar	Report Manager
<b>Task 4: Project Management</b>					
	4.1. Day-to-Day Project Management.	27 months	3/1/2019 - 6/30/2021	City of Lake Elsinore	Project Manager
	4.2. Attendance and participation at CoC Meetings. Advocate and assist in encouraging partnership and collaboration amongst all HEAP funded programs in the proposed service area.	Per Meeting Schedule	1/1/2019 - Ongoing	City of Lake Elsinore	Project Manager & Housing and Outreach Specialist

**House LE / House Wildomar**  
**Attachment 7: Project Timeline**

Housing Assistance and Support Program-2018  
County of Riverside # DPARC-564

Activities		Time	Performance Period*	Agency Responsible	Person(s) Responsible
	4.3. Provide report to Homeless Task Force, City Council and Community.	Monthly	Ongoing	City of Lake Elsinore	Project Manager
	4.4. Submit periodic invoices/financial reports to County, subject to dates provided by County with grant funds fully expended by 6/30/2021.	Quarterly, or as indicated by County	4/1/2019 - 6/30/2021	City of Lake Elsinore	Report Manager
	4.5. Submit periodic performance reports to County, subject to dates provided by County.	Quarterly, or as indicated by County	4/1/2019 - 6/30/2021	City of Wildomar	Report Manager
	4.6. Grant close-out with partners and subcontractors subject to dates provided by County.	30 days	6/15/2021 - 7/15/2021	City of Lake Elsinore & City of Wildomar	Report Manager
	4.7. Grant close-out, subject to dates provided by County.	2 months	6/1/2021 - 7/30/2021	City of Lake Elsinore	Project Manager

\* Performance period dates are based on the contract being execution and the grant performance period starting 3/1/2019.