

8. Approve an Agreement with City Net to Provide Street Outreach and Engagement Services for Quality-of-Life Services, in an Amount Not to Exceed \$3,841,845.51, Beginning January 1, 2024 Through December 31, 2024 (Non-General Fund)

Department(s):

Recommended Action:

1. Authorize the City Manager to execute an agreement with Kingdom Causes, Inc. DBA City Net in an amount not to exceed \$3,841,845.51 for the Santa Ana Multidisciplinary Street Outreach and Engagement (SMART) Program that responds to reports for quality-of-life services from January 1, 2024 through December 31, 2024, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).
2. Authorize the City Manager to execute agreements required by state or federal agencies for the use of Homeless Housing, Assistance and Prevention (HHAP) funding, or for any additional funding that may become available.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
December 5, 2023

TOPIC: Approve a Street Outreach and Engagement Agreement with City Net

AGENDA TITLE

Approve an Agreement with City Net to Provide Street Outreach and Engagement Services for Quality-of-Life Services, in an Amount Not to Exceed \$3,841,845.51, Beginning January 1, 2024 Through December 31, 2024 (Non-General Fund)

RECOMMENDED ACTION

1. Authorize the Interim City Manager to execute an agreement with Kingdom Causes, Inc. DBA City Net in an amount not to exceed \$3,841,845.51 for the Santa Ana Multidisciplinary Street Outreach and Engagement (SMART) Program that responds to reports for quality-of-life services from January 1, 2024 through December 31, 2024, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).
2. Authorize the Interim City Manager to execute agreements required by state or federal agencies for the use of Homeless Housing, Assistance and Prevention (HHAP) funding, or for any additional funding that may become available.

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

The City of Santa Ana currently contracts with City Net to provide a trauma informed, non-law enforcement, homeless outreach and engagement resource, referred to as SMART (Santa Ana's Multi-Disciplinary Homeless Response Team). City Net staff are subject matter experts in the field of homelessness, trained in crisis intervention, mental health, addiction, and medical services and are capable of providing services in the field to assist individuals out of homelessness. City Net responds to reports of non-criminal homelessness related activity identified through the MySantaAna app, the community call line, and Santa Ana Police Department dispatch. The dispatched calls for service for non-criminal homelessness issues previously handled by SAPD Officers, now transitioned to the SMART team, provide additional time for Officers to respond to calls for service of a criminal nature.

The last contract approved by the City Council was on December 6, 2022 in an amount of \$2,801,700.10. At that time, the City Council directed staff to identify specific

performance metrics that could enhance the City's overall mission to reduce homeless activity and to withhold a percentage of the total contract value if the metrics were not met. To meet this directive, a quarterly evaluation of performance by City staff was incorporated into the 2022 SMART contract. A progress report on the contract performance metrics was shared with City Council on October 17, 2023. Included in the report was staff's determination that contract performance goals and performance deliverables were responsive and provided a benefit to the City.

City Net's deliverables for the upcoming 2024 contract are listed below and again, must be achieved in order for ten percent (10%) of the contract to be released to the vendor:

	Annual Goal
Outreach Contactsⁱ	4,000
Substance Abuse Assessment	120
Phone Calls Dispatched	8,000
Case Managementⁱⁱⁱ	1,020
Jail Release Program Positive Exits	25
Street Exits^{iv}	850

The proposed 2024 Contract's Scope of Work and Budget extends the SMART program's operating hours from current hours of 7 a.m. to 9 p.m., Monday through Friday, and 9 a.m. to 9 p.m. on weekends, to 7 a.m. to 11 p.m., seven days a week. If the extended evening hours become unwarranted as determined by City staff, the hours will be reduced and will be reflected in invoices to the City. The Scope of Work also incorporates a new Jail Release Program to provide outreach to clients exiting from the Santa Ana jail in need of housing and shelter services.

The Budget reflects a competitive package accounting for inflation, health insurance coverage, and an increase in staff salaries to align with the salaries and contracts offered by other cities. Collectively, these increases have created a larger than normal year-over-year increase. A 2023 Market Wage Analysis determined that many of City Nets salaries were low, based on industry standards, which over the past year resulted in staffing shortages as several staff separated from the non-profit for higher paying positions. Base salaries for 2024 upward have been adjusted so that staff are compensated competitively according to current market rates. Providing industry standard compensation will help attract and retain top talent and foster a motivated and dedicated workforce.

FISCAL IMPACT

The current fiscal year funding is available in the FY 2023-24 budget and future fiscal year funding will be included in the proposed budgets for City Council consideration. Funds per fiscal year may vary based upon actual invoicing of hours and services worked.

Approve a Street Outreach and Engagement Agreement with City Net

December 5, 2023

Page 3

Fiscal Year	Accounting Unit-Account	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	12218717-69135	Emergency and Health Grants	HHAP 3 – Payment to Subagent	\$1,885,922.70
FY 24-25	12218718-69135	Emergency and Health Grants	HHAP 4 – Payment to Subagent	\$1,347,037.51
FY 24-25	12218717-69135	Emergency and Health Grants	HHAP 3 – Payment to Subagent	\$608,885.30
			Total	\$3,841,845.51

EXHIBIT(S)

1. Agreement with City Net

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Tom Hatch, Interim City Manager

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
KINGDOM CAUSES, INC. DBA CITY NET FOR
STREET OUTREACH AND ENGAGEMENT SERVICES**

THIS STREET OUTREACH AND ENGAGEMENT AGREEMENT (“Agreement”) is made and entered into on this 5th day of December, 2023, by and between Kingdom Causes, Inc., dba City Net, a California nonprofit corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. In April, 2021, the City released Request for Proposals #21-061 (“RFP”) for the Homeless Outreach – Street Outreach and Engagement pilot program in the City of Santa Ana, which is service delivery for the specific purpose of reaching out to unsheltered homeless neighbors; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. The RFP allowed for selection of vendor to provide services for up to two (2) years with extensions.
- B. On October 6, 2021, the Parties entered into Agreement #A-2021-096 for said services and included the RFP as an exhibit to the Agreement #A-2021-096. On July 19, 2022, City Council approved a six-month amendment to extend Agreement #A-2021-096 with City Net through December 31, 2022.
- C. On December 6, 2022, the Parties entered into Agreement #A-2022-240 for said services for a one (1) year term through December 31, 2023, consistent with the requirements and terms of the RFP.
- C. City seeks a Contractor which is qualified by experience, preparation, organization, staffing and management to operate programs on behalf of homeless individuals and is familiar with existing homeless services in the City. The City finds that the pilot program, along with the engagement for 2023 with CityNet, was successful. Therefore, under the scope of the RFP, and by the services previously provided by the agreements detailed in these recitals, the City seeks to engage Contractor to continue its Street Outreach and Engagement services in the City of Santa Ana consistent with requirements and term provided in the RFP.
- D. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations, including all labor, materials, tools, equipment, and incidental customary work, required to fully and adequately complete the services described and set forth in the Scope of Work attached hereto as **Exhibit A**.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges detailed in the Budget attached hereto as **Exhibit B**. The total sum to be expended during the term of this Agreement shall not exceed **\$3,841,845.51**.
- b. Contractor agrees and understands that the City has the right to withhold up to 10% of the total contract value pursuant to the contractor achieving performance-based goals provided in Exhibit A. City shall evaluate said goals on a quarterly basis. Amounts subject to being withheld shall not exceed \$96,046.14 per quarter, or \$32,015.38 monthly, during each quarter. The total annual amount, subject to withholding, shall not exceed \$384,184.55.
- c. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- d. The compensation required pursuant to this Agreement will be paid by City to Contractor from multiple federal, state, and local funding sources (each individually a "Funding Source" and cumulatively the "Funding Sources"), including, but not limited to, the following:

- i. HHAP

Contractor will be required to enter into a separate funding agreement for each Funding Source. Contractor will be required to comply with all requirements of each Funding Source, as detailed in the separate funding agreements. The total amount of compensation in said funding agreements shall count toward the total amount due and owing from City to Contractor under this Agreement, not compensation in addition to the total amount of this Agreement. If Contractor does not execute any of the separate funding agreements, Contractor will forfeit that

amount of funding from that Funding Source, and City will have the option to terminate this Agreement pursuant to the terms of Section 15, below. Additionally, in the event any Funding Source is reduced by 25% or more, City will have the option to terminate this Agreement pursuant to the terms of Section 15, below.

3. TERM

This Agreement shall commence on January 1, 2024, and continue through December 31, 2024, unless terminated earlier in accordance with Section 15 below.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive 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 Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

a. **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:

1. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be the required occurrence limit.
2. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage.
3. *Workers’ Compensation* insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease..
5. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
6. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. **Other Insurance Provisions**

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the Entity. This provision also applies to the Instructor’s Workers’ Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Contractor can obtain additional information and cost from the Entity.

Special or Low Risk Activities

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The Entity reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

7. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States'

letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

10. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential Information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that: (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor, disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or, (e) is independently developed by the Contractor without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal

opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not

similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director
Community Development Agency
City of Santa Ana
20 Civic Center Plaza (M-25)
P.O. Box 1988
Santa Ana, California 92702
Fax:

To City Net:

Brad Fieldhouse
Executive Director
City Net
PO Box 90243
Long Beach, CA 90809
323-485-8881

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:


CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

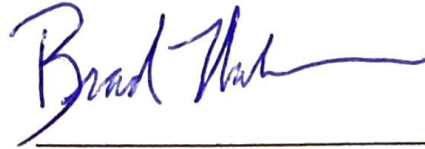
Steven Mendoza
Acting City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CITY NET:

By: 

Andrea Garcia-Miller
Assistant City Attorney



Brad Fieldhouse
Executive Director

RECOMMENDED FOR APPROVAL:

Michael Garcia
Executive Director
Community Development Agency

EXHIBIT A

Scope of Work



Exhibit A: Scope of Work 2024 Santa Ana Multidisciplinary Response Team (SMART)

Project Overview

City Net will provide street outreach and engagement services through the Santa Ana Multidisciplinary Response Teams (“SMART”) in 2024.

In partnership with the Santa Ana Police Department, Santa Ana Community Development, and city departments such as Code Enforcement and Public Works, City Net will staff and deploy SMART teams in responding to homeless calls for service through street outreach and engagement, 16 hours per day, seven days a week. The SMART Teams will address non-emergency homeless calls to increase outreach focused on providing services, addressing mental health, connecting clients to housing and helping more people out of homelessness.

Through live dispatch (during operational hours) City Net will deploy multi-disciplinary teams of homeless services professionals to respond to homeless services calls received from the Santa Ana Police Department dispatch, My Santa Ana app (application, online and phone referrals), direct community calls through the City Net Outreach Line, and through proactive engagement by SMART teams. City Net will also implement a new Jail Release Program to provide outreach to clients exiting from the Santa Ana jail in need of housing and shelter services.

Deliverables (see endnotes for descriptions of terms below)

	Annual Goal
Outreach Contactsⁱ	4,000
Substance Abuse Assessment	120
Phone Calls Dispatched	8,000
Case Managementⁱⁱⁱ	1,020
Jail Release Program Positive Exits	25
Street Exits^{iv}	850

Description of Services

Street Outreach

Street outreach is service delivery to engage homeless neighbors through the process of rapport-building for the purpose of connecting them with emergency shelter, housing, critical services, and providing urgent, non-facility-based care such as medical health treatment, mental health treatment, counseling, and other services essential for achieving independent living. Street outreach activities help homeless neighbors begin the process of obtaining appropriate supportive services, including assistance in obtaining permanent housing. Street outreach can be viewed as a “service in itself” and “a process of building a personal connection that may play a role in helping a person improve his or her housing, health status, or social support network” which “involves creativity, flexibility, may take



Exhibit A: Scope of Work 2024 Santa Ana Multidisciplinary Response Team (SMART)

months or years and involves establishing a relationship” to connect a client to services (Olivet J, Bassuk E, Elstad E, Kenney R & Jassil L (2010) Outreach and Engagement in Homeless Services: A Review of the Literature. The Open Health Services and Policy Journal, 3, 53-70). Outreach is integrated into the County Coordinated Entry System (CES) and Homeless Management Information System (HMIS) to provide entrance to and service navigation within the Continuum of Care (CoC) and its resources.

Engagement

Engagement services are activities to locate, identify, and build relationships with homeless neighbors to offer support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs. Specific activities may include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services
- Making formal referrals into the city and/or CoC shelter and housing system

Case Management

Case management activities assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

- Assessment and intake using HMIS
- Conducting initial evaluations including verifying and documenting eligibility
- Developing/securing/coordinating services
- Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers
- Developing an individualized housing stabilization plan

Supportive Services

Once enrolled in Case Management, clients are offered connections to the following supportive services:

- Medicaid/Medi-Cal
- Women, Infants and Children (WIC)
- Food Stamps/Cal-Fresh/EBT
- Federal-State Unemployment Insurance Program
- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI)



Exhibit A: Scope of Work

2024 Santa Ana Multidisciplinary Response Team (SMART)

- General Relief (GR), and
- Other mainstream resources such as housing, health, social services, employment, education services and youth programs that an individual or family may be eligible to receive.

Housing Navigation

Housing Navigators have the responsibility of properly matching clients to housing units. These matches require the following activities:

- Housing Needs Assessment
- Budget
- Complete housing applications and cover application fees
- Address and overcome any potential barriers to housing (no/low credit, criminal charges, lack of rental history etc)
- Landlord introduction to client
- Provide a one-time move-in expense payment
- Neighborhood introduction so client can assess access and transportation to daily errands and supportive services
- Provide a “welcome home” donation package when client is housed, which includes a bed, nightstand, and couch
- Provide resources for housed clients to connect with the ensure housing stability

City Jail Release Program

As a Homeless service provider in Orange County, we understand there are gaps in our system to assist our homeless neighbors. In collaboration with the City of Santa Ana Police Department Jail, Homeless Liaison Officers, and City Net’s Santa Ana Multi-Disciplinary Response Team (SMART), we will address the service gap with individuals being released from the Santa Ana jail to the streets. Upon request from the City of Santa Ana’s Jail, City Net’s case managers will meet with the homeless neighbor at the jail upon exit to develop a plan that will include services aimed to end the individual’s homelessness. Our focus will be assisting the Santa Ana Police Department with requests for service between 11:00 p.m. and 7:00 a.m., meeting with the individual at 7:00 a.m. during our operating hours, in addition to offering our services during our normal operating hours of 7:00 a.m. to 11:00 p.m. The delivery of individual services includes:

- Assessment and intake into HMIS
- Developing and coordinating services
- Direct linkage to shelter for City of Santa Ana residents
- Providing and linking individuals to community service providers; mental health and substance abuse programs



Exhibit A: Scope of Work

2024 Santa Ana Multidisciplinary Response Team (SMART)

- Offer transportation to temporary housing placements
- Develop reunification plans for Santa Ana residents as well as non-Santa Ana residents

Transportation

Through use of privately leased vans and/or transportation services, City Net will engage in:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants
- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there
- Assisting program participants to use public transportation

Emergency Health

City Net will refer homeless neighbors to emergency health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g.; streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility. City Net may assist healthcare professionals in the case management aspects of the following activities:

- Assessing health problems and developing treatment plans
- Assistance in understanding health needs
- Providing directly or assisting to obtain appropriate emergency medical treatment
- Providing medication and follow-up services

Emergency Mental Health

City Net will refer homeless neighbors to emergency mental health services to the extent that other customary emergency mental health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent mental health conditions by licensed professionals in community-based setting (e.g.; streets, parks, and campgrounds) to those eligible participants unable or unwilling to access emergency shelter or an appropriate mental health care facility. City Net may assist mental healthcare professionals in the case management aspects of the following activities:

- Assess the clients mental health state and determine if the client is under enough duress to warrant a mental health referral
- Submitting a client referral to Mental Health Association or Behavioral Wellness
- Crisis intervention



Exhibit A: Scope of Work

2024 Santa Ana Multidisciplinary Response Team (SMART)

- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

Dispatch Services

In collaboration with the City of Santa Ana, City Net provides dispatch services for people experiencing homelessness to offer timely assistance and support to individuals experiencing homelessness in critical situations. The goal is to send a team of trained case managers into the field to divert police and address non-emergent issues by providing de-escalation, connection to case management services, shelter offers, and housing plans. Calls are placed by police, concerned community members, and people experiencing homelessness requesting help. Dispatchers are trained to handle calls with empathy and understanding, assess the urgency of the calls, and dispatch the appropriate resources through the 10-8 system.

Dispatch services include:

- Hotline/Phone Service through the 10-8 system
- Trained dispatchers to answer phone calls and connect to resources
- Collaboration with the City Net Outreach Teams, who log when they answer a call, are en route, response times, and result of interaction into the 10-8 system to track effectiveness of the program
- Provide resource referrals and connection to emergency services
- Provide crisis intervention when individuals call in an escalated state

City Net Data Collection Policy

The information City Net collects about individuals and families who access our services is confidentially stored in a local electronic database called the Homeless Management Information System (HMIS). HMIS securely records information (data) about people accessing housing and homeless services, which may include, but is not limited to, names and contact information, birthdates, demographic information, self-reported medical information, Veteran status, disability status, etc. Under the HMIS Data-Sharing Agreement, the individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at each participating agency. In order to participate in HMIS, leaders at each agency must sign an Agency Agreement. This includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings that each go over the importance of client privacy.

City Net is accountable to our HMIS Data-Sharing partners, to the local County, to our local Continuum of Care, and to the Department of Housing and Urban Development (HUD) to maintain the privacy and



City Net

Exhibit A: Scope of Work 2024 Santa Ana Multidisciplinary Response Team (SMART)

security of the confidential personal information we collect about our clients and their families. Aside from these legal and funding-related obligations, we also believe we have an ethical responsibility to our clients to not share their personal data in ways to which they've not agreed. To ensure City Net's commitment to excellent data collection, privacy and security, analysis and reporting practices, City Net does not authorize external agencies to complete these functions on our behalf except in very limited

circumstances and only with prior written approval and with City Net's full participation in all data reporting and analysis. This is so that City Net can responsibly provide context and analysis for the data City Net collects within collaborative efforts to coordinate the most effective services for our homeless neighbors, better understand homelessness in our community, assess the types of resources needed in our local area, and participate in generating aggregate statistical reports to HUD, which help to improve policy and bring adequate funding of services for the most vulnerable populations in our community, and so City Net can assure its ethical and legal responsibilities to homeless neighbors to not share their data in ways to which they have not agreed.

ⁱ Outreach Contacts reflect the number of interactions for the specific purpose of reaching out to unsheltered homeless neighbors in a process of building trust and offering support toward the long-term goal of connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; housing stability case management; and other Federal, State, local, or private assistance available to assist the program participant in obtaining housing stability. This number can be duplicated in any given reporting period.

ⁱⁱⁱ Reflects the current number of homeless neighbors who are voluntarily engaged in a formal, written case management relationship with City Net. Clients sign permission to allow City Net case managers to work with them to achieve progress on a mutually agreed upon plan to attain housing and supportive services. Case managers follow-up with housed clients for 6 months after housing to ensure a successful placement. Active cases are engaged once a week on average and are considered inactive after 90 days of no contact. This is an unduplicated number that changes over time as former clients exit case management and new clients enroll.

^{iv} Street Exits are defined by HUD and enumerated in the HUD systems performance report, and City Net uses these designations for all street exits achieved through the efforts of two or more agencies working together within the context of the homeless collaborative in the city. HUD designates some of these street exits as "temporary" and some as "permanent", and City Net exercises discretion to count as exited those homeless neighbors who have a reasonable plan in place to move from temporary shelter to permanent housing. Street exits may also reflect duplicated numbers as individuals may enter, then exit, then reenter shelter/housing multiple times during the reporting period, and HUD guidelines require that City Net count these as multiple street exits even when referring to a single individual.

EXHIBIT B

Budget



Santa Ana SMART Multidisciplinary Street Outreach and Engagement with Live Dispatch Cost Proposal

Santa Ana SMART Street Outreach and Engagement, Jan 1, 2024 - Dec 31, 2024

Live phone response and dispatch, 7 days/week, 9:00am to 9:00pm

2-3 teams, seven days a week, 7:00am to 11:00pm, including City Jail Release Program

Labor						
Title/Role	Description	Full Comp	Hrs/ week	Wks	FTE	TOTAL
Regional Director	Project compliance with management, operations and public safety standards to achieve programmatic outcomes	\$66.97	8	52.00	0.20	\$27,859.52
Program Supervisor	Project supervision, staff management	\$56.81	40	52.00	1.00	\$118,164.80
Field Supervisor	Field supervision, staff management	\$47.37	40	52.00	1.00	\$98,529.60
Dispatch Supervisor	Call center supervisor	\$45.46	20	52.00	0.50	\$47,278.40
Dispatch Staff	Live call response	\$35.33	40	52.00	4.00	\$293,945.60
Case Manager II	O+E, case management	\$40.45	40	52.00	14.00	\$1,177,904.00
Case Manager III	O+E, case management	\$46.87	40	52.00	6.00	\$584,937.60
Data Analyst	HMIS data entry, reporting, compliance	\$36.84	40	52.00	1.00	\$76,627.20
Executive leadership	Project oversight, quality control, communications, problem solving	\$104.23	16	52.00	0.40	\$86,719.36
Finance and billing	Payroll, billing	\$53.22	24	52.00	0.60	\$66,418.56
Human resources	Staff recruiting, hiring, training, disputes	\$44.03	24	52.00	0.60	\$54,949.44
Operations	Inventory, purchasing, technical support	\$42.11	24	52.00	0.60	\$52,553.28
Overtime Allocation	Standard overtime allocation at 2% of labor					\$53,717.75
Labor Subtotal:					29.90	\$2,739,605.11

Operations and Program Expenses		
Item	Description	TOTAL
Client Services	Client/staff travel: Nine vehicles, fuel, Uber/Lyft, EE mileage reimbursements, etc.	\$224,640.00
Client Services	Rapid rehousing fees	\$40,000.00
Client Services	Emergency Shelter motel vouchers	\$40,000.00
Rent	Office space and office furniture rental	\$107,640.00
Computing and Telecommunications	Computing (computer, iPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.	\$116,610.00
Services and supplies	Law Enforcement, City and Stakeholder Liaison	\$63,636.36
Services and supplies	Uniforms, copies, forms, office supplies, PPE supplies, etc.	\$26,910.00
Services and supplies	IT support and client management software licenses	\$35,880.00
Services and supplies	Financial audit	\$12,558.00
Services and supplies	Liability insurance, cyber security insurance, Worker's Compensation insurance	\$85,107.36
Operations and Program Expenses Subtotal:		\$752,981.72

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 expenses.	\$349,258.68
Administration subtotal:		\$349,258.68
Project TOTAL		\$3,841,845.51

Alcala, Abigail

From: Victor D Mendez <[REDACTED]>
Sent: Monday, December 4, 2023 2:19 PM
To: Bacerra, Phil
Subject: ITEM #8 - RESENT AT 2:10 PM
Attachments: City Net Email_Victor Mendez.pdf; Reno_Homeless.pdf; CITY NET 2024 CONTRACT.pdf

Phil

I am forwarding you some documents on the subject Council item which can aid in the discussion with the rest of the members.

Please find the following:

Emails to Supervisor Sarmiento - I have requested that the County consider expanding the hours for intake at Yale Center beyond 3 pm. Ken told me this has been a difficult point with the County.

With all the money the City is investing in this service for the expansion of operating hours, there is some disconnect between the effort and the resources. I came about this through my own individual instance and a follow up with Ken.

Wall St Journal Article on Reno - Please read this article about Reno's efforts to reduce homelessness. It is very well aligned to your issues on the City Net contract.

Item # 8 - I am attaching the staff report as it refers to the need to increase City Net salaries to align to market and to hire quality staff. With the ongoing shortage of police officers nationwide, the City should consider the same wage standards for their police officers.

VICTOR D MENDEZ

RE: Yale Center Intake Hours

1 message

Valenzuela, Carlos <carlos.valenzuela@ocgov.com>
To: Victor D Mendez <[REDACTED]>

Fri, Dec 1, 2023 at 3:29 PM

3pm seems pretty early as a cut off.

**Carlos Valenzuela***Policy Advisor*

Office of Vicente Sarmiento

Board of Supervisors, 2nd
District

County Administration North

400 W. Civic Center Drive

Santa Ana, CA. 92701

Office: 714-834-3220

From: Victor D Mendez <[REDACTED]>
Sent: Friday, December 1, 2023 2:20 PM
To: Valenzuela, Carlos <carlos.valenzuela@ocgov.com>
Subject: Re: Yale Center Intake Hours

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Thanks

Yale Center has a hard cut off of 3 pm for placements

That leaves 8 hours of City still doing outreach

There is a reservation system that can be used but I think real time placements are the best

Victor D Mendez

On Fri, Dec 1, 2023 at 2:08 PM Valenzuela, Carlos <carlos.valenzuela@ocgov.com> wrote:

Thanks Victor, I will pass on the info to my colleague that advises him on issues dealing with homelessness in our office.



Carlos Valenzuela

Policy Advisor

Office of Vicente Sarmiento

Board of Supervisors, 2nd
District

County Administration North

400 W. Civic Center Drive

Santa Ana, CA. 92701

Office: 714-834-3220

From: Victor D Mendez <[REDACTED]>
Sent: Thursday, November 30, 2023 9:38 PM
To: Valenzuela, Carlos <carlos.valenzuela@ocgov.com>
Subject: Yale Center Intake Hours

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Carlos -

Last night City Net came out in response to my call. There was a fire at the bus stop across the street from 2222 East First a few weeks ago and there was a woman who seemed to be initiating an encampment.

City Net called back and told me they could not do anything for her as her only placement option was at the Santa Ana-based Yale Center and they had stopped intake for the night. It seemed she had a place to go in the morning.

The City of Santa Ana is expected to approve an expansion of service hours for City Net to 7 am-11 pm, 7 days a week.

It would seem to make the best use of the service expansion would be for Yale to expand the hours it can accept a City Net placement. This can help ensure effective placement and create continuity in the effort to reduce homelessness.

Please discuss with Vince and see if something can be done to make the most effective use of this valuable service.

The City Net contract for 2024 calls out for \$3.841 million for these services. The staff report (with my highlights) is attached.

VICTOR D MENDEZ



image001.png
312K

U.S. NEWS

Reno Halves Homeless Living on Its Streets

New campus with a big tent and sleeping pods provides shelter and services

By Jim Carleton

RENO, Nev.—The “Biggest Little City in the World” is earning a new distinction: one of the few cities in the West to get large numbers of homeless off its streets.

Reno teamed with Sparks, a neighboring city, and surrounding Washoe County to build a Nevada Cares Campus in 2021 that could accommodate more than 600 people in a giant tent and satellite sleeping pods. Since that year, the number of homeless living on the street has plummeted to 329 this year from 780, according to annual point-in-time counts.

The 58% drop is striking when compared with many other Western cities which have seen their unsheltered homeless populations grow or stagnate since the pandemic, amid soaring drug addiction and a federal appeals-court order that prevents cities in the region from clearing streets without providing enough beds.

Once people are off the street, the other part of Reno’s approach kicks in: helping them find a job, access other services and move them into permanent housing.

Other cities are taking notice. “The Reno model is a good model,” said Mayor Dave Bronson of Anchorage, Alaska, which is struggling to get hundreds of people out of the cold, following a deluge of snowstorms. The Republican mayor tried to get such a tent in 2021, but it was shot down by the Democratic assembly on concerns such as it would be too prisonlike.

In 2018, the U.S. Court of Appeals for the Ninth Circuit found removing anyone camping in a public space in its Western U.S. jurisdiction when there isn’t a shelter bed for them constitutes cruel and unusual punishment. That has made it difficult for cities such

as Los Angeles and San Francisco to clear their streets.

Reno has begun enforcing no-camping rules now that it has sufficient beds. As a result, the downtown casino district that used to be overrun with homeless people has far fewer. “They are really cleaning it up,” nearby resident Victoria Raffetto said.

Jorge Ramirez-More had been on the street for a year before he moved into the county tent. There, he said, staff workers helped him find a job as a production operator. “It’s like having someone on your side helping you in the most difficult time of your life,” said Ramirez-More.

After 15 months of living in the tent, Ramirez-More, 62, rented an 8-by-8-foot room inside one of several modular buildings in a low-income housing complex nearby. The rooms rent for \$555 a month.

Reno sprang into action in 2020 after its number of unsheltered homeless more than tripled amid pandemic-related job losses and soaring housing costs. Its existing shelter could hold 156 people.

“We as a community felt like if we didn’t get ahead of this, we would fail like San Francisco,” said Par Tolles, a local real-estate developer and business leader. “So we on the public and private side put our heads together on what we could do about it.”

In early 2021, Reno, Sparks and Washoe County went in on building a horseshoe-shaped fabric structure almost the size of a football field. They also acquired 15 acres a mile east of downtown Reno to put the 504-person capacity tent as part of a homeless campus that also included rows of tents on a former baseball field capable of holding another 50 people.

The initial cost for acquisition and development was about \$17 million, mostly in federal Covid emergency funds



Tracy Whitmire, left, earlier this year moved off the streets into the Nevada Cares Campus east of downtown Reno.

The city is enforcing no-camping rules now that it has sufficient beds.

with no demonstrated ability to do more than temporarily get people off the street. “I think they are just warehousing people,” said Clark.

Initially, the tent faced theft and other crime issues, but of-

ficials said that was largely caused by understaffing. The rules are strict: Residents have to pass through a metal detector to enter, drugs and alcohol are prohibited and no visitors are allowed, including family.

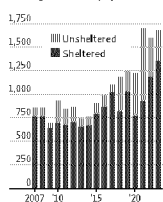
“It feels like a prison sometimes,” said Tracy Whitmire, a 45-year-old victim of domestic abuse who moved off the streets into the campus in February. “But we’re safe and no one can harm me.”

Police and advocates for the homeless are trying to get other people still living on the streets to come in out of the cold. “You may have to ask them eight or nine times until they say yes,” said Grant Denton, a formerly homeless man who oversees what is called the “Safe Camp” of modular housing that has replaced the individual tents.

Walking on a sidewalk outside the campus one day in mid-November, Denton tried to persuade Cindy Tillier to seek refuge inside. “I can’t stay in that crazy place,” the 65-year-old Tillier, who sleeps along railroad tracks, told Denton.

Former homeless people like Roscoe Roper spread the word. One of 29 ambassadors hired to help keep the streets clean, Roper said he has persuaded several people to find housing. “Possible we can find you a better spot, bro?” Roper recently asked Donald Viggo, 41, who lay slumped against a building. “I’m just chillin’,” said Viggo, who shuffled away. Roper said he would ask him again the next time he sees him.

Reno, Sparks and Washoe County homeless population



Source: Department of Housing and Urban Development, national point-in-time survey



Grant Denton, a formerly homeless man, tried to persuade Cindy Tillier to move into the Nevada Cares Campus.

Judge Blocks Montana Law Banning TikTok

By Meghan Borowczyk

TikTok won a reprieve in Montana after a federal judge ruled a state law banning the app can’t go into effect in January, saying it “likely violates the First Amendment.”

The judge on Thursday granted a preliminary injunction blocking the law, which was passed by the Montana Legislature earlier this year, pending the outcome of a lawsuit filed by the social-media company. The legality of the ban itself will be decided later in a bench trial.

“While there may be a public interest in protecting Montana consumers, the state has not shown how this TikTok bill does that,” U.S. District Judge Donald Molloy wrote. He also said TikTok’s side had better arguments and demonstrated a likelihood to prevail in the eventual case. Without TikTok, users “are deprived of communicating by their preferred means of speech, and thus First Amendment scrutiny is appropriate,” Molloy wrote. The state had argued that the law wasn’t a violation of the First Amendment.

On Thursday, a spokeswoman for the state said the decision is a preliminary matter. “The judge indicated several times that the analysis could change as the case proceeds and the state has the opportunity

to present a full factual record,” said Emily Cantrell, the spokeswoman. “We look forward to presenting the complete legal argument to defend the law.”

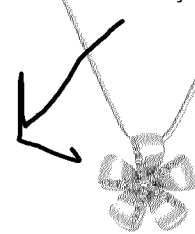
TikTok said that it was pleased the judge granted the preliminary injunction. “Hundreds of thousands of Montanans can continue to express themselves, earn a living, and find community on TikTok,” the company said.

Montana lawmakers introduced the bill in February, citing concerns that the company, owned by Beijing-based ByteDance, could be forced by the Chinese government to spy on its 150 million U.S. users. The bill passed the Legislature by April and was signed into law by Republican Gov. Greg Gianforte in May.

TikTok has repeatedly said that it has never shared user data with the Chinese Communist Party and that it would refuse if asked. The company sued Montana’s attorney general over the ban in federal court and requested a preliminary injunction to stop it from going into effect.

In an October hearing, Molloy challenged the state’s assertions about protecting residents’ safety and privacy, saying it confused him, because users share their data with TikTok voluntarily.

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City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
December 5, 2023

TOPIC: Approve a Street Outreach and Engagement Agreement with City Net

AGENDA TITLE

Approve an Agreement with City Net to Provide Street Outreach and Engagement Services for Quality-of-Life Services, in an Amount Not to Exceed \$3,841,845.51, Beginning January 1, 2024 Through December 31, 2024 (Non-General Fund)

RECOMMENDED ACTION

1. Authorize the Interim City Manager to execute an agreement with Kingdom Causes, Inc. DBA City Net in an amount not to exceed \$3,841,845.51 for the Santa Ana Multidisciplinary Street Outreach and Engagement (SMART) Program that responds to reports for quality-of-life services from January 1, 2024 through December 31, 2024, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).
2. Authorize the Interim City Manager to execute agreements required by state or federal agencies for the use of Homeless Housing, Assistance and Prevention (HHAP) funding, or for any additional funding that may become available.

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

The City of Santa Ana currently contracts with City Net to provide a trauma informed, non-law enforcement, homeless outreach and engagement resource, referred to as SMART (Santa Ana's Multi-Disciplinary Homeless Response Team). City Net staff are subject matter experts in the field of homelessness, trained in crisis intervention, mental health, addiction, and medical services and are capable of providing services in the field to assist individuals out of homelessness. City Net responds to reports of non-criminal homelessness related activity identified through the MySantaAna app, the community call line, and Santa Ana Police Department dispatch. The dispatched calls for service for non-criminal homelessness issues previously handled by SAPD Officers, now transitioned to the SMART team, provide additional time for Officers to respond to calls for service of a criminal nature.

The last contract approved by the City Council was on December 6, 2022 in an amount of \$2,801,700.10. At that time, the City Council directed staff to identify specific

performance metrics that could enhance the City's overall mission to reduce homeless activity and to withhold a percentage of the total contract value if the metrics were not met. To meet this directive, a quarterly evaluation of performance by City staff was incorporated into the 2022 SMART contract. A progress report on the contract performance metrics was shared with City Council on October 17, 2023. Included in the report was staff's determination that contract performance goals and performance deliverables were responsive and provided a benefit to the City.

City Net's deliverables for the upcoming 2024 contract are listed below and again, must be achieved in order for ten percent (10%) of the contract to be released to the vendor:

	Annual Goal
Outreach Contactsⁱ	4,000
Substance Abuse Assessment	120
Phone Calls Dispatched	8,000
Case Managementⁱⁱⁱ	1,020
Jail Release Program Positive Exits	25
Street Exits^{iv}	850

The proposed 2024 Contract's Scope of Work and Budget extends the SMART program's operating hours from current hours of 7 a.m. to 9 p.m., Monday through Friday, and 9 a.m. to 9 p.m. on weekends, to 7 a.m. to 11 p.m., seven days a week. If the extended evening hours become unwarranted as determined by City staff, the hours will be reduced and will be reflected in invoices to the City. The Scope of Work also incorporates a new Jail Release Program to provide outreach to clients exiting from the Santa Ana jail in need of housing and shelter services.

The Budget reflects a competitive package accounting for inflation, health insurance coverage, and an increase in staff salaries to align with the salaries and contracts offered by other cities. Collectively, these increases have created a larger than normal year-over-year increase. A 2023 Market Wage Analysis determined that many of City Nets salaries were low, based on industry standards, which over the past year resulted in staffing shortages as several staff separated from the non-profit for higher paying positions. Base salaries for 2024 upward have been adjusted so that staff are compensated competitively according to current market rates. Providing industry standard compensation will help attract and retain top talent and foster a motivated and dedicated workforce.

FISCAL IMPACT

The current fiscal year funding is available in the FY 2023-24 budget and future fiscal year funding will be included in the proposed budgets for City Council consideration. Funds per fiscal year may vary based upon actual invoicing of hours and services worked.

Approve a Street Outreach and Engagement Agreement with City Net

December 5, 2023

Page 3

Fiscal Year	Accounting Unit-Account	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	12218717-69135	Emergency and Health Grants	HHAP 3 – Payment to Subagent	\$1,885,922.70
FY 24-25	12218718-69135	Emergency and Health Grants	HHAP 4 – Payment to Subagent	\$1,347,037.51
FY 24-25	12218717-69135	Emergency and Health Grants	HHAP 3 – Payment to Subagent	\$608,885.30
			Total	\$3,841,845.51

EXHIBIT(S)

1. Agreement with City Net

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Tom Hatch, Interim City Manager