



# Agenda Report

City Council

**Date:** July 20, 2020  
**To:** Brian Saeki, City Manager  
**From:** Shannon DeLong, Assistant City Manager  
**Subject:** Agreement for Emergency Shelter Services

## **RECOMMENDATION**

That the City Council:

- 1) Adopt Resolution No. 2020-46 allocating funding for an emergency shelter at the Whittier Uptown Senior Center and finding that the establishment of an emergency shelter at the Whittier Uptown Senior Center and finding that the project is categorically exempt pursuant to Section 15269(c) (Emergency Projects) of California Environmental Quality Act guidelines;
- 2) Authorize the City Manager to execute necessary agreements in substantial conformance to the attached, with The Salvation Army for operation of a temporary emergency shelter at the City's Uptown Senior Center for a cost not to exceed \$1,251,000 with supplemental terms for an increase if additional beds are necessary; and
- 3) Authorize the City Manager to expend up to \$250,000 for services, materials and purchases necessary to support the operation.

## **BACKGROUND**

In July 2018, the Whittier City Council adopted a homeless action plan that included four goals:

Goal 1: Support local and regional coordination among the City, service providers and key stakeholders around housing and supportive services

Goal 2: Assist in increasing public awareness of the issues of homelessness

Goal 3: Ensure City policies support appropriate shelter capacity and affordable housing stock

Goal 4: Ensure the efficient use of existing homeless prevention resources and explore ways to enhance the coordination, utilization and efficacy of prevention resources

Goal 3 included three milestones pertaining to an emergency shelter:

3a.: Identify resources to increase shelter beds and increase the City's affordable housing stock

3e.: Identify underutilized City, County and State owned property that may be used for the development of affordable housing and enhancement of existing crisis and bridge housing programs

3g.: Facilitate, with nonprofit partners, the development of 100 Very Low Income homeless housing beds on one site or multiple sites across the City (for emergency shelter, bridge housing and permanent supportive housing).

In September 2018, the 9th Circuit Court of Appeals ruled, in *Martin vs Boise*, that it was a violation of an individual's civil rights (specifically, the freedom from cruel and unusual punishment) to enforce anti-camping ordinances in public spaces if a jurisdiction had insufficient shelter capacity.

In January 2019, the Los Angeles Homeless Services Authority (LAHSA) oversaw the annual point-in-time (PIT) count for its service area, which includes the City of Whittier. LAHSA reported 232 persons experiencing homelessness in Whittier and not residing in shelters. In November 2019, City Net performed a census specifically of homeless individuals in the City of Whittier. It found 231 individuals who were experiencing homelessness and not in transitional or cold weather shelters.

On January 28, 2020, the Whittier City Council directed staff to release a request for qualifications (RFQ) to identify a service provider capable of operating a navigation center which would provide wraparound services to Whittier individuals seeking emergency (crisis) shelter.

On February 27, 2020, the final draft of the RFQ was posted on the City website and emailed to 17 service providers in the Southern California region. The RFQ was also sent to the Los Angeles County CEO's Office points of contact for the County Homeless Initiative, the Gateway Cities Council of Governments Homeless Coordinator, and to LAHSA, with a request for distribution to partners and potentially interested parties.

On March 17, 2020, the City declared a state of emergency due to the COVID-19 pandemic, activated the City's Emergency Operations Center, and instituted operational, procedural and personnel changes, including changes to method and type of services provided to the public, in order to preserve public health and safety in compliance with the orders of the Federal Centers for Disease Control (CDC), the Health Officer of the State of California, and the Health Officer of the County of Los Angeles. As a result of the Health Officer Orders and declarations of emergency, both branches of the Whittier Public Library, the Community Center, the Uptown Senior Center, the Transit Depot, the Palm Park Aquatics Center, and the Parnell Park Community and Senior Center have been closed to the public. The Police Department lobby and City Hall have been restricted to individuals with immediate City business only.

On March 24, 2020, the City Council directed staff to identify resources to protect the health and safety of Whittier residents experiencing homelessness, including identifying the locations and methods for opening up restroom and handwashing facilities and identifying potential City facilities that could be temporarily repurposed for use as an emergency shelter.

On April 22, 2020, the City Council intervened in a federal lawsuit involving the Orange County Catholic Workers and agreed to construct a navigation center to serve up to 60% of the number of persons experiencing homelessness in Whittier as identified in the 2019 point-in-time count. Under the terms of the settlement, once a shelter is operational, the City will resume enforcement of park curfew, anti-camping and other quality of life ordinances.

On May 12, 2020, the City Council reviewed proposals from potential Navigation Center operators and identified The Salvation Army as the preferred service provider. Council directed staff to negotiate a service provider agreement and initiate necessary environmental and planning processes to facilitate the establishment of the navigation center.

On June 14, 2020, the Planning Commission held a public hearing and approved Conditional Use Permit No. CUP20-0002 to increase the total number of beds from 37 to 187, within the existing hospitality house and existing Salvation Army Corps building, operated and owned by the Salvation Army at 7926 Pickering Avenue.

## **DISCUSSION**

Following the previous direction of the City Council representatives from The Salvation Army and City staff have worked diligently to undertake the environmental and planning processes necessary to facilitate the establishment of the Navigation Center at The Salvation Army's property located on Pickering Ave.

In addition, The Salvation Army staff and the City have discussed The Salvation Army's extensive experience operating pop-up, emergency, and Project Roomkey shelters both prior to and during the COVID-19 pandemic. As the City's designated services provider for the provision of shelter under the terms of the settlement agreement with OC Catholic Workers, staff and The Salvation Army have reached an agreement to provide emergency shelter services at a City facility until the necessary tenant improvements can be finalized at the Pickering facility.

Due to the COVID-19 pandemic, most recreational, educational and community facilities have been closed because of Health Officer orders. Because of the special health vulnerabilities of seniors, the Health Officer Orders strongly recommend that this high risk group continue to stay "Safer at Home." The City's services for seniors have shifted to phone calls, meal services and online resources in lieu of in-person recreational opportunities at the City's two senior centers. Therefore, the Uptown Senior Center, with its proximity to the Salvation Army's existing operations and to the Whittier Police

Station, has been identified as a strong candidate for temporary reuse as an emergency shelter. The facility is up to date with the necessary restroom and HVAC improvements and meets accessibility requirements under the Americans with Disabilities Act. The parking lot and outdoor areas are situated appropriately to support any supplemental amenities necessary for temporary emergency housing on site, including a screened-off temporary shower trailer.

The Salvation Army proposes program case managers, housing navigators, 24-hour a day monitoring with both security guards and facility monitors, shower attendants and janitorial and cleaning services to meet the sanitation requirements during the COVID-19 pandemic. The City will arrange for security cameras, internet access, trash, utility, and food services to support the operation. The proposed term of the agreement to operate an emergency temporary shelter at the Uptown Senior Center is July 21, 2020 through January 31, 2021, at which point the City and The Salvation Army aim to have the Navigation Center operation. Individuals who have not transitioned to housing will be transitioned to the Navigation Center for continued case management.

The budget for the proposed emergency shelter is based upon a cost of \$50 per client per night. The attached agreement provides an immediate set-up for 100 clients, at a cost of \$900,000 for six months. The Salvation Army has staff capacity and the Uptown Senior Center has the physical space to house up to 139 individuals and/or adult couples. The initial operation is scaled for 100 individuals with the capacity to immediately expand in order to avoid a converse situation in which staff would need to be let go in the event that the facility is not filled to capacity. The City's costs to provide security cameras, internet services, trash, water, electricity, gas and meals are estimated at approximately \$200,000, with a contingency of up to \$250,000 depending upon the final number of clients housed at the shelter.

### **FISCAL IMPACT**

The cost of the agreement is not to exceed \$50 per client per night, not to exceed \$900,000 for 100 people and not to exceed \$1,251,000 for 139 people. The City's costs are estimated at \$250,000. With the adoption of the attached resolution, total amount of \$1,501,000 is available for spending in General Fund's account (100-12-999-201 749062) for the Emergency Shelter.

### **ATTACHMENTS**

- A. Agreement with The Salvation Army
- B. Resolution No. 2020-46



contractors, and that each Party is solely responsible for its actions and inaction; (2) each Party shall act solely as an independent contractor, not as an employee or agent of the other; and (3) neither Party is authorized to enter into contracts or agreements on behalf of the other Party or to otherwise create obligations of the other Party of any kind to third parties.

3. Term of Contract. The term of this contract shall be from July 20, 2020 to January 31, 2021 (“Initial Term”). Notwithstanding the foregoing, this Agreement may be terminated, with or without cause, at the convenience of either Party on thirty (30) days’ written notice to the other Party. On termination, each Party shall cease to perform any additional services. Termination shall not provide cause to give either Party a claim for damages for work to be performed after the time that notice of termination is served. By mutual agreement, the Parties may agree in writing to extend the term of this agreement for up to three (3) six-month terms.
4. Reimbursement and Payment. The Collaborator agrees to reimburse TSA for the costs it incurs for the services that TSA is providing in the attached Exhibit “A” and at the rate reflected in the attached budget, Exhibit “C.” The aforementioned budget is based on 100 third parties served under this Agreement and the Parties understand that the number served may exceed that number, in which case the reimbursement amount may increase, as agreed to by the Parties, over that which is indicated in the budget, however the amount of reimbursement for the initial term shall not exceed \$1,251,000.00.
5. Indemnification and Legal Compliance.
  - a. Each Party (the “Indemnifying Party”) shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the “Indemnified Party”) from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorney’s fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
  - b. PERS Eligibility Indemnification. In the event that TSA or any employee, agent, or subcontractor of TSA 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 Collaborator, TSA shall indemnify, defend, and hold harmless Collaborator for the payment of any employee and/or employer contributions for PERS benefits on behalf of TSA 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 Collaborator. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, TSA 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 Collaborator, including but not limited to eligibility to enroll in PERS as an employee of Collaborator and entitlement to any contribution to be paid by Collaborator for employer contribution and/or employee contributions for PERS benefits.
  - c. The provisions of this Section 5 shall survive the expiration or termination of this Agreement with respect to any claims or liability arising prior to such expiration or termination.
  - d. Each Party agrees, represents, and warrants to the other that it will abide by any and all laws, regulations, or other legal requirements applicable to its performance under this Agreement. Each Party represents and warrants that it is not debarred or suspended from contracting with any government entity, and each Party will inform the other within five days if it becomes so. Each Party will notify the other within five days if it becomes subject to an investigation regarding its compliance with any laws, regulations, or other legal requirements applicable to its performance of services under this Agreement.

6. Insurance.

- a. TSA shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

Commercial General Liability insurance; said policy shall be written with limits no less than \$2,000,000 per occurrence and \$2,000,000 general aggregate.

Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials \_\_\_\_\_/\_\_\_\_\_.

- b. Collaborator is and shall remain a member of a joint powers insurance authority throughout the term of this Agreement as required by law and with minimum limits described more particularly below:

Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

Initials \_\_\_\_\_/\_\_\_\_\_.

7. Additional Provisions. Collaborator acknowledges that this Agreement  is  is not subject to the provisions of one or more agreements for funding, attached hereto as Exhibit(s) \_\_\_\_\_ and made a part hereof as though set forth in full. If this Agreement is subject to such provisions, then Collaborator represents that Collaborator has read and agrees to comply with them in any way that they are applicable to Collaborator and as further made applicable to Collaborator by virtue of this Agreement. Initials \_\_\_\_\_/\_\_\_\_\_.

8. Reports and Auditing. Each Party, when requested, shall provide written reports to the other with respect to the services rendered hereunder. Each Party agrees to make available to the other Party all records necessary to verify its compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, all upon reasonable written notice or as required by law. Each Party agrees that any documents or records prepared for or provided to the other under this Section 8 will remain confidential unless otherwise required by law or expressly agreed in writing by the disclosing Party.

9. Confidentiality. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract  does  does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as Exhibit "\_\_\_\_\_" and made a part hereof as though set forth in full.

10. Subcontracting and Assignment. Neither Party may subcontract, delegate, nor assign any right or obligation under this Agreement to any third party without the prior, express, written consent of the other Party. Any such attempt to assign, delegate, or subcontract without proper approval shall be void.
11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its scope of work.
12. Conflict of Interest. Each Party shall timely disclose to the other any relationship with any third party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which the disclosing Party benefits, directly or indirectly, or has an interest, financial or otherwise. Each Party represents that there is no actual conflict of interest between its engagements, employments, or familial or contractual relationships with third parties and the other Party.
13. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
14. Entire Agreement. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supersede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.
15. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Notices. Written notice by either Party to the other shall be effective three business days after mailing by registered mail to:

If to TSA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to

The Secretary for Business Administration  
The Salvation Army  
180 East Ocean Boulevard  
Long Beach, California 90802

If to Collaborator:  
City of Whittier  
Attention: City Manager's Office  
13230 Penn St.  
Whittier, CA 90602  
With courtesy electronic copy to: [admin@cityofwhittier.org](mailto:admin@cityofwhittier.org)



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date last below written:

THE SALVATION ARMY  
a California corporation

The City of Whittier  
a California Municipal Corporation  
Collaborator

By: \_\_\_\_\_

By: \_\_\_\_\_

Brian Saeki

Its: \_\_\_\_\_

Its: City Manager

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Rigoberto Garcia Jr.

Its: City Clerk

Dated: \_\_\_\_\_

**EXHIBITS**

A – The Salvation Army Scope of Services

B – City Provided Services

C – Budget

## City of Whittier

### 2020 COVID-19 Emergency Shelter

### Scope of Services

**This Scope of Services for the Emergency Shelter program contains a written summary of detailed information regarding the Crisis Housing services for Whittier residents experiencing homelessness.**

#### CRISIS HOUSING OVERVIEW

Crisis Housing provides a safe, Low-barrier, Housing First, Housing-Focused, and supportive twenty-four (24) hour residence to persons/households experiencing homelessness, while they are being quickly assessed and connected to a broad range of housing resources. The Crisis Housing program must work in collaboration with the City of Whittier and the Coordinated Entry System (CES) in Los Angeles County.

#### DEFINITION

1. **Crisis Housing:** Crisis Housing is a short term, twenty-four (24) hour emergency shelter for persons experiencing homelessness. The intention of this emergency housing is to provide participants with a safe place to reside while they are quickly assessed and connected to housing resources. Resource referral and case management are available to all participants as the primary interventions. Beds are provided to City of Whittier residents experiencing homelessness.
2. **Los Angeles Continuum of Care Homeless Management Information System (LA CoC HMIS):** HMIS is a HUD-mandated information technology system that is designed to capture participant-level information over time, on the characteristics and service needs of homeless persons. Participant data is maintained on a central server, which will contain all participant information in an encrypted state. HMIS integrates data from all homeless service providers and organizations in the community and captures basic descriptive information on every person/household served. Participation in LA-CoC HMIS allows organizations to share information with other Participating Organizations to create a more coordinated and effective delivery system.
3. All programs operating must operate with a Housing First, Harm Reduction, Low Barrier, and Trauma-Informed Care approach as outlined by the Los Angeles Homeless Services Authority.
4. **Homeless Status:** Participants/ Households must be determined to be homeless Categories 1 & 4 according to HUD's Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578).
5. **Homeless Status:** Participants/ Households must be determined to be homeless Categories 1 & 4 according to HUD's Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) and determined to be Whittier residents; status must be documented in HMIS.
6. **Whittier Residency:** residency status is determined based upon one or more of the following criteria:
  - a. Individual or family is known to the City to be sleeping in a place not meant for human habitation, within the City limits, for more than 12 months and has a service history or open case for over one-year consisting of ongoing interaction with one of the CES, law enforcement, local medical professionals, or similar; or,
  - b. Individual or family has an immediate family member (mother, father, child, sibling, or grandparent) living in the City, who is willing to help in the remediation of their homelessness. Current residency of an immediate family member must be documented (e.g. owner of record, lease, and/or paid utilities necessary for legal use of the property for residential use), or;
  - c. Individual or family became homeless while living permanently in City. Proof of residency on property zoned for residential use in City (e.g. owner of record, lease, and/or paid utilities necessary for legal use of the property for residential use) must be provided; or,
  - d. Individual or family includes an individual who is currently attending a school full-time within the City limits, or

is legally and gainfully employed at least 20 hours per week and works within the City limits. Proof of school enrollment or employment must be provided (e.g. report cards, pay stubs, or school or employee identification), or;

- e. Other criteria / documentation as identified by the City and agreed upon by Salvation Army
  
7. **CES Survey:** Participants must have a CES Survey result in HMIS or on file if serving Domestic Violence participants/households. If there is no record of an existing CES survey result in HMIS, The Salvation Army must complete the appropriate and most recent version of the CES Survey. If the participant has a previous CES survey result in HMIS, an additional survey should not be administered unless the staff believe the result of the score does not reflect the participant's acuity.
  
8. **Population served:** Please see **Appendices** for detailed description of eligibility and/or specialized population being served under a Crisis Housing Program. Unaccompanied Minors are not eligible for enrollment or services in programs that serve Single Adults. An exemption exists for unaccompanied minors who are legally emancipated.
  
9. Participants must not need hospital or skilled nursing care. Participants must be able to manage Activities of Daily Living (i.e. ability to transfer in and out of a bed, bathe, dress, and address hygiene needs) independently.
  
10. The Salvation Army must **NOT** screen out participants or deny referrals based on any of the following criteria:
  - 10.1 Past program participation or previous stay at The Salvation Army facilities;
  - 10.2 Lack of tuberculous test (TB) result;
  - 10.3 Lack of Service Animal/Emotional Support Animal (ESA) documentation;
  - 10.4 Lack of sobriety;
  - 10.5 Lack of income or employment status;
  - 10.6 Lack of identification documentation;
  - 10.7 The presence of mental health issues, disabilities, or other psychosocial challenges;
  - 10.8 Lack of a commitment to participate in treatment;
  - 10.9 Criminal background;
  - 10.10 Presence of or number of evictions;
  - 10.11 Any other criteria thought to predict challenges/barriers to long-term housing stability or generally considered "difficult to work with."
  
11. Crisis Housing services and assistance must provide those services specifically needed by, and requested by, each participant. Crisis Housing services are provided either directly by The Salvation Army or through subcontracted services arrangements. Each participant must be individually assessed for the types of services needed. The services that can be provided are listed below but are not limited to this list.
  
12. Services provided by The Salvation Army shall include:
  - 12.1 Twenty-four (24) hour bed availability
  - 12.2 Intake and Assessment
  - 12.3 Case Management, housing navigation, facility monitors and shower attendants
  - 12.4 Crisis Intervention & Conflict Resolution
  - 12.5 Security
  - 12.6 Showers
  - 12.7 Cleaning/sanitation
  - 12.8 Transportation
  - 12.9 Staffing as outlined in the Operating Budget in proportion to the number of clients served, beginning with an assumed initial census of 100 individuals and adjusted on a monthly basis depending upon average daily capacity.

- 12.10 Overall program management in compliance with local, state and federal health and safety regulations as well as facility standards in general compliance with the Los Angeles Homeless Services Authority (LAHSA) facility standards and program standards
13. Services provided by the City of Whittier shall include:
  - 13.1 Licensed use of the Whittier Uptown Senior Center as an emergency shelter for a term not to exceed 6 months unless extended in writing by both parties
  - 13.2 Meals for enrolled clients residing in the emergency shelter
  - 13.3 Facility maintenance
  - 13.4 Internet, phone, computer, copier/printer and security camera services
  - 13.5 Utilities including water, gas, electricity and trash
14. **Problem Solving (aka- Diversion)**: The first conversation upon entry should be to assess for the possibility of diversion so as to assist the person/ household self-resolve their housing Crisis and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant, rather than reside in the Crisis Housing. If resources are needed to successfully divert a person from entry into the homelessness system, contact should be made with the case manager identified in the HMIS or with the City's Project manager if there is no identified CES case manager. In order to identify other permanent housing options, Problem Solving conversations should be continued with the participant while residing in Crisis Housing.
15. **Program Intake**: intake of new participants shall be through the City's police department and through other outreach workers and case managers as authorized by the City's Project manager as long as beds are available.
  - 15.1 Intake should be provided during extended hours (such as weekends and evenings) within their capacity to do so.
  - 15.2 In and out access of the shelter shall observe good neighbor policies and accommodate access for anyone who may have employment or other important scheduling needs outside of those designated hours.
  - 15.3 HMIS program intake shall be performed for all participants at the same time the participant is enrolled in the program.
  - 15.4 A policy shall be agreed upon between City and Salvation Army for return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.
16. **Case Management and Support Services**: Housing-Focused Case Management Services are provided by Crisis Housing staff to assist participants in moving forward in accessing permanent housing through referrals to housing programs (such as RRH, Permanent Supportive Housing, affordable housing, etc.). The primary objective of Housing-Focused Case Management/ Support Services is to extend support to participants through an individualized case management relationship, that will ultimately translate to increased housing stability. This includes but is not limited to: support with completing housing applications, accompanying the participant to housing appointments and/or leasing appointments, and other support associated with the housing placement process.
  - 16.1 Housing-Focused Case Management shall be offered in accordance with Housing First and Trauma Informed Care principles, to assist the participant either to self-resolve their housing crisis and/or be connected/ provided with permanent housing resources.

- 16.2 The content and outcome of case management meetings with participants shall be documented in HMIS case notes and tracked as a service in HMIS.
17. **Housing and Services Plan:** Following intake and assessment, Case Managers must develop a Housing and Services Plan in coordination with the participant.
  - 17.1 The **Housing and Services Plan** will be the road map of services that are needed and to be provided, actions that need to be taken (by both staff and the participant), and referrals that need to be made. Housing Plans summarize the participant's goals, and immediate action steps towards achieving such goals. The Plans are updated as the person's situation changes, and steps are completed or revised accordingly. Persons in Crisis may experience varying levels of stress, which has potential to impact their ability to make or carry out plans, control emotions, or recall information. They may agree to the goals but be unable to carry them out. Accordingly, Crisis Housing programs must make attempts to create plans which minimize extraneous, inordinate, or superfluous action steps, including requiring participants to rapidly acquire new knowledge or skills, or make significant or simultaneous changes, in order to obtain permanent housing placement. Progress and challenges implementing the plan should be reviewed and updated frequently.
  - 17.2 The Housing and Services Plan must be considered the participant's plan and should be signed by the participant as it is developed and updated. Case Manager and Supervisor must also sign the Housing and Services Plan.
  - 17.3 The Housing and Services Plan must be tracked in HMIS along with the date of completion.
  - 17.4 **Monthly Update:** Case Managers must complete a Monthly Update, with the participant to assess progress towards achieving the goals defined in the Housing and Services Plan. Monthly Update forms must be signed by the participant and Case Manager. Monthly Update Forms must be placed in the participant's master file. The Salvation Army must document monthly updates in a HMIS Case note.
  - 17.5 All services provided to participants must be tracked in HMIS with the goal of the participant achieving housing stability and sustainability upon exit from the program.
18. The Salvation Army must strive to assist participants in moving out of Crisis Housing and into their own Permanent Housing unit as quickly as possible. The total length of stay can and should be individually determined, based on the participants need.
19. The Salvation Army must develop clear Policies and Procedures for exiting participants from the Crisis Housing Program.
  - 19.1 The Salvation Army must exit the participant from enrollment in Crisis Housing when the following conditions are met:
    - 19.1.1 Participant/Household is successfully placed into permanent housing.
    - 19.1.2 Participant/Household relocates outside of Los Angeles County.
    - 19.1.3 Reunification services are utilized or the Participant/Household self-resolves their housing Crisis.
    - 19.1.4 Participant/Household is deemed a risk to the safety of The Salvation Army's staff, or other participants.
    - 19.1.5 Participant/Household will be hospitalized or incarcerated for three (3) consecutive days or more.
20. Participants that miss check-in for one (1) bed night **must NOT be** exited from their Crisis Housing bed/unit. The Salvation Army is permitted to exit the participant from their Crisis Housing bed/unit if the participant misses two (2) consecutive nights with unapproved absence (that is, upon missing check-in for the second night in a

row). In cases, where the participant is absent, The Salvation Army must document due diligence efforts in contacting the participant before exiting the participant from the program. Efforts must be documented in HMIS. If the participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll into Crisis Housing.

21. The Salvation Army must **NOT** exit a Participant/ Household from Crisis Housing for the following reasons:
  - 26.1.1 For missing check-in for one (1) night (they can be exited if they fail to show on the 2<sup>nd</sup> night)
  - 26.1.2 Active substance use
  - 26.1.3 Failure to have an income
  - 26.1.4 Active health issues
  - 26.1.5 Mental health conditions
  - 26.1.6 Failure to abide by personal budget
  - 26.1.7 Non-compliance with Housing and Services Plan
  - 26.1.8 Medication non-compliance
  - 26.1.9 Or generally considered "difficult to work with."
22. The Salvation Army should re-enroll Participant/Household that have been exited due to unapproved absences if a bed/unit is available.
  - 22.1 When a Participant/Household has been successfully linked to a permanent housing program, The Salvation Army must provide the necessary support when that linkage has been implemented. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off."
  - 22.2 Provider must work collaboratively with the Case Manager in the housing program to facilitate a quick and successful transition that is not disruptive to the participant.
23. **Exit Plan:** The Salvation Army must complete an Exit Summary Plan for all participants. Exit Plans for participants not entering Permanent Housing placement should include referrals and linkages to other interim housing resources, with a warm hand-off (i.e., documented transition between providers) that show a smooth transition from Crisis Housing was made. Exit must be entered HMIS indicating where the Participant has "exited to." "Unknown destination" entries in HMIS are to be discouraged. Exits must be entered in HMIS at the time of their exit.
24. The Salvation Army must utilize HMIS to track all Participants and the services provided.
25. The Salvation Army will ensure that all participants being served sign the Consent to Share Protected Personal Information form, granting other CES providers access to their information.
26. The possession and/or use of weapons, alcohol, and/or illegal drugs on the site is prohibited.
  - 26.1 Harm Reduction policies, practices, and procedures shall minimize negative consequences resulting from participants use or possession of contraband items as referenced above.
  - 26.2 Harm Reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of participants and/or staff.
27. The Salvation Army must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
28. The facilities used to provide Crisis Housing for participants experiencing homelessness, families, and youth may provide beds or cots in a single-site facility with sleeping accommodations in multiple rooms or a congregate

dormitory setting. Bunk beds are acceptable for use; however, The Salvation Army must create policies and procedures addressing accessibility.

29. The configuration of beds / cots in a dormitory or large room setting must include aisles that are sufficient for both ADA requirements and social distancing measures during the COVID-19 pandemic and must be sufficient in size and placement to facilitate ease of passage in the event that an emergency evacuation of the facility is necessary.
  - 29.1 The Salvation Army must provide accommodations for mixed-gender and same-gender couples, as available. Variations to these requirements may exist between populations, consult population specific appendix.
30. **Storage:** The Salvation Army must provide each participant with access to storage for personal possessions which can be checked in and out during their time in the Crisis Housing Program. Minimum storage must be the equivalent of a standard 12" x 12" x 12" locker. Additional storage must be made available as facility capacity allows.
31. **Health and Fire Inspections:** The Salvation Army understands and agrees that the appropriate Department of Public Health or Fire will inspect the Contract service sites, including shelters and supportive service sites, as often as once (1) every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.
  - 31.1 The Salvation Army must be provided with a written report as to the conditions at/of the facility and must either correct any and all deficiencies within thirty (30) calendar days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. The Salvation Army must forward a copy of the Health or Fire Department's response to City.
32. The Salvation Army must refer participants to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
33. The Salvation Army must promptly and appropriately respond to medical problems of participants and staff.
34. The Salvation Army must ensure that regular training is provided to staff and volunteers about common physical and mental health problems of people experiencing homelessness and how to obtain needed and appropriate services.
35. The Salvation Army agrees to maintain and make accessible to participants experiencing homelessness, the services funded and/or required under this Agreement.
36. The Salvation Army is hereby contracted to provide up to 139 Crisis Housing beds and to serve 139 unduplicated participants experiencing homelessness during the contract term under this Agreement.
37. The Salvation Army must provide a set of program participation guidelines that serve as protocols for ensuring the safety and security of program participants, as well as program staff.
  - 37.1 Program participation guidelines must incorporate language to support a Low-Barrier and Harm Reduction approach required of all programs.
  - 37.2 Program participation guidelines must be participant-centered to minimize barriers to accessing a Crisis Housing bed and also prevent/minimize exits from program due to Rule violations.
  - 37.3 Program participation guidelines must be made available to City and will be subject to review and approval by City.

- 37.4 The Salvation Army must create a Program Participation Guideline Agreement form. The Salvation Army must review the form with the participant upon program enrollment. The form must include a participant consent section that is signed and dated by the participant with a witness signature and dated to be signed by The Salvation Army. Upon signature of the Program Participation Guideline Agreement, the participant is consenting to participate in the program and is certifying that they have read (or have been read) the program guidelines, and that they understand and consent to the expectations regarding abiding by the program guidelines.
- 38. The Salvation Army must assign a sufficient number of staff with background experience and expertise to provide the services required in the Scope of Services and outlined in the program budget.
- 39. The Salvation Army and subcontractors who electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
- 40. The Salvation Armys’ and subcontractors’ workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management– Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
- 41. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
- 42. City must receive within ten (10) business days of its request, a certification from The Salvation Army (for itself and any subcontractor) that certifies and validates compliance with the encryption standards set forth above. In addition, The Salvation Army must maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports must be subject to audit in accordance with the Contract.

<b>APPENDIX I. Eligibility</b>	
<b>Population Served</b>	<b>Individuals and Families</b>
	<ul style="list-style-type: none"> <li>• Participants must be Whittier residents experiencing homelessness, as determined by the above-defined criteria</li> <li>• Participants are required to have a form of identification on file.</li> <li>• If a participant does not have an identification card at the time of the program screening, Salvation Army must not deny the participant entry to the program but rather assist the participant in obtaining an identification card.</li> </ul>
<b>Homeless Status</b>	Participant/Household must be determined to be homeless (Categories 1 & 4) per United States Department of Housing and Urban Development (HUD)’s final rule on “defining homeless” (24 CFR Part 578).



	<p><b>Category 1:</b> Literal Homeless- An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:</p> <ul style="list-style-type: none"> <li>i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground);</li> <li>ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (Emergency shelter, transitional housing, motel/motel paid by government or charitable organization); <u>or</u></li> <li>iii. Exiting an institution where (s)he has resided for 90 days or less <u>AND</u> were residing in an emergency shelter or place not meant for human habitation immediately before entering institution. Examples of Institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility.</li> </ul> <p><b>Category 4:</b> Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:</p> <ul style="list-style-type: none"> <li>i. Have no identified residence, resources or support networks; <b>AND</b> Lack the resources and support networks needed to obtain other permanent housing.</li> </ul>
<p><b>Length of Stay</b></p>	<ul style="list-style-type: none"> <li>• Crisis Housing has no time limit. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible.</li> </ul> <p>The total length of stay can and should be individually determined, based on the participant's need.</p>

## EXHIBIT B

The City of Whittier shall provide the following services/materials to The Salvation Army:

- a. Facility Usage: Whittier Uptown Senior Center - 13225 Walnut St, Whittier, CA 90602
- b. Indoor/Outdoor Surveillance Camera System
- c. Printer/Copier(s)
- d. Trash Service
- e. Water Service
- f. Electricity Service
- g. Natural Gas Service
- h. Internet Service
- i. Phone System Service
- j. Meals for residents – Three meals per day, 2 hot, 1 cold
- k. Facility Maintenance (Broken/Repair Service)
- l. Provide K-rails for entrance and Fence for Shower Trailer area
- m. Establish new sewer connection for Shower Trailer

DATE: 7/9/2020

THE SALVATION ARMY (WHITTIER)

100

100

OPERATING BUDGET

SIX MONTHS PERIOD WITH OPTION TO EXTEND

THE CITY OF WHITTIER - TEMPORARY EMERGENCY SHELTER

Expenses	FTE* for Proposed # of Beds	Monthly Expenses/Salaries (Including Employee Benefits) for Entire Program	Six Months Period - Salary & Costs for Proposed # of Beds/Units	Description/Justification (Include a description/justification for each budget item)
<b>Personnel</b>				
Facility Monitors (8.00 FTE)	8	\$33,238.00	\$199,428.00	The Facility Monitors provide general oversight of residents and rooms, check in and discharge of residents, evaluation and reporting on residents' condition, answering phone lines, client program follow up, maintenance of administrative requirement as needed and support of client progress in the program. The Facility Monitors are responsible for distributing food to residents.
Shower Attendants (2.00 FTE)	2	\$7,873.00	\$47,235.00	The Shower Attendants oversee showers and restroom area. The Shower Attendants will support and work collaboratively with the Program Case Managers. Keep logs of activities and complete all needed documentation. Document and report any concerns.
Security Guards (4 FTE)	4	\$25,859.00	\$155,154.00	The Security Guards will provide security and emergency services and ensure safety of residents and staff, work closely with staff and alert safety personnel as needed.
Program Case Manager Lead (1 FTE)	1	\$6,777.00	\$40,664.00	The Program Case Manager Lead will provide case management and manage the Program Case Managers and ensure that client participation in the Temporary Emergency Shelter is voluntary. The Program Case Manager Lead will ensure clients are only discharged for reasons allowable under Fair Housing laws. Maintain copies of any admission agreements, rules, terminations, policies or other documents including an requiring the clients signature. Ensure submission of daily progress notes on HMIS. Document and report known or suspected adult or elder abuse.
Program Case Manager (2 FTE)	2	\$11,422.00	\$68,529.00	The Program Case Managers will ensure that client participation in the Temporary Emergency Shelter services is voluntary. The Program Case Managers will ensure clients are only discharged for reasons allowable under Fair Housing laws. Oversee and maintain clients' stabilization and work with Housing Navigator and community service providers to assist clients into permanent supportive housing.
Housing Navigator (1 FTE)	1	\$5,711.00	\$34,265.00	The Housing Navigator will ensure clients are only discharged for reasons allowable under Fair Housing laws. Works closely with community service providers to assist clients into obtaining permanent supportive housing.
Janitor (2.50 FTE)	2.5	\$10,387.00	\$62,321.00	The Janitors are responsible for the cleanliness and upkeep of the administration offices, residential area and kitchen dining area. Use protective equipment when necessary and follow safety procedures.
Program Director (0.20 FTE)	0.20	\$2,111.00	\$12,666.00	The Program Director oversees the day to day running of the program including client intake, client services, interfaces with City officials and coordinates all services provided by the Temporary Emergency Shelter. The Program Director will also be responsible for ensuring all reporting as required is fulfilled. The Program Director is the key point of contact with City officials and is responsible for the success of the Temporary Emergency Shelter.
Director of Operations (0.30 FTE)	0.30	\$2,583.00	\$15,498.00	The Director of Operations acts as second in command to the Program Director and assist in overseeing "line staff" working closely with the Program Case Manager Lead. Functions include but not limited to supervision of staff, assuring program compliance, implement approved program policies and procedures to structure and govern the daily operations of the program.
<b>Service &amp; Supplies</b>	<b>21</b>	<b>\$105,961.00</b>	<b>\$635,760.00</b>	
Supplies		\$11,500.00	\$69,000.00	Program, Office, Kitchen/Dining Supplies, including coats, microwaves, tables, chairs, blankets, towels, toiletries, activities, snacks, coffee pots, kitchen, food service supplies, and other misc. items needed to run the Temporary Emergency Shelter.
Janitorial and maintenance supplies		\$11,975.00	\$71,849.00	Janitorial and Maintenance Supplies
Transportation (including vehicle expenses)		\$1,000.00	\$6,000.00	Vehicle Expenses and Conferences
<b>Administrative</b>		<b>\$24,475.00</b>	<b>\$146,849.00</b>	
Administrative Overhead		\$19,564.00	\$117,391.00	Indirect Cost Rate includes Administrative, Accounting, Information Support/Laptops.
<b>The Salvation Army - Total Budget</b>		<b>\$150,000.00</b>	<b>\$900,000.00</b>	
<b>Daily Rate Per Bed - Per Diem Rate</b>			<b>\$50.00</b>	

The Salvation Army (Whittier) - Total Budget \$900,000.00  
 Daily Rate Per Bed - Per Diem \$50.00

PROPOSER NAME:  
 Number of Proposed City Beds/Units:  
 Number of Total Beds/Units at Site:

THE SALVATION ARMY (WHITTIER)

100  
 100

DATE: 7/9/2020

**OPERATING BUDGET**  
**SIX MONTHS PERIOD WITH OPTION TO EXTEND**  
**THE CITY OF WHITTIER - TEMPORARY EMERGENCY SHELTER**

Expenses	# of Months	Monthly Expenses for Entire Program	Total Costs for Six Months	Description/Justification (Include a description/justification for each budget item)
<b>Facilities</b>				
Shower Units (Multi Shower Units)	6	\$7,468.00	\$44,808.00	The Shower units are ADA Compliant. Shower include hot and cold water. *See quote for Royal Restrooms ADA Shower Rental for \$7,467.50 per month.
Shower Units (Misc. Power, Water, Waste Removal)	6	\$2,532.00	\$15,192.00	Shower Units (Misc. Power, Water, Waste Removal)
Meals (Outsourced)	6	\$22,500.00	\$135,000.00	The cost of providing three meals a day, including one continental breakfast, lunch, and dinner (with one hot meal per day) is estimated at \$2.50 per meal * 3 meals per day * 100 clients * 180 days in six months = \$135,000.
<b>Subtotal Facilities and Food</b>	<b>6</b>	<b>\$32,500.00</b>	<b>\$195,000.00</b>	
<b>The City Of Whittier - Total Facilities and Food Budget</b>	<b>6</b>	<b>\$32,500.00</b>	<b>\$195,000.00</b>	
		<b>Daily Rate Per Bed/Unit</b>	<b>\$22</b>	

## RESOLUTION NO. 2020-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, ALLOCATING FUNDING FOR AN EMERGENCY SHELTER AT THE WHITTIER UPTOWN SENIOR CENTER AND FINDING THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO SECTION 15269(C) (EMERGENCY PROJECTS) OF CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES

RECITALS

- A. The City Council recognizes the urgent and immediate need to provide funding to combat homelessness.
- B. In July 2018, the Whittier City Council adopted a homeless action plan to address homelessness including milestones pertaining to an emergency homeless shelter.
- C. In October 2019, the City Council adopted Resolution No. 2019-70 declaring a shelter crisis pursuant to Government Code Section 8698.
- D. In November 2019, City Net performed a census specifically of homeless individuals in the City of Whittier and found 231 individuals who were experiencing homelessness and not in transitional or cold weather shelters.
- E. On March 17, 2020, the City declared a state of emergency due to the COVID-19 pandemic, activated the City's Emergency Operations Center, and instituted operational, procedural and personnel changes, including changes to method and type of services provided to the public, in order to preserve public health and safety in compliance with the orders of the Federal Centers for Disease Control (CDC), the Health Officer of the State of California, and the Health Officer of the County of Los Angeles.
- F. On March 24, 2020, City Council directed staff to identify resources to protect the health and safety of Whittier residents experiencing homelessness, including identifying the locations and methods for opening up restroom and handwashing facilities and identifying potential City facilities that could be temporarily repurposed for use as an emergency shelter.
- G. On April 22, 2020, the City Council intervened in a federal lawsuit involving the Orange County Catholic Workers and agreed to construct a navigation center to serve up to 60% of the number of persons experiencing homelessness in Whittier as identified in the November 2019 point-in-time count.

- H. On May 12, 2020, the City Council identified The Salvation Army as the preferred service provider for the Navigation Center. As the City’s designated services provider for the provision of shelter under the terms of the settlement agreement with OC Catholic Workers, staff and The Salvation Army have reached an agreement to provide emergency shelter services at a City facility until the necessary tenant improvements can be finalized at the Pickering facility.
- I. Staff has identified the Whittier Uptown Senior Center as an appropriate temporary emergency shelter and funding is necessary to facilitate the immediate needs of people experiencing homelessness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. The City Council hereby finds that the activities described in this resolution is categorically exempt pursuant to Section 15269(c) (Emergency Projects) of California Environmental Quality Act guidelines.

SECTION 3. The following supplemental appropriations shall be added to the City’s FY 2020-21 Budget:

<u>Account No.</u>	<u>Account Name</u>	<u>Incr (Decr) Amount</u>
100-12-999-201 749062	Emergency Shelter	\$1,501,000

SECTION 4. The City Clerk shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED this 21<sup>th</sup> day of July 2020.

\_\_\_\_\_  
JOSEPH A. VINATIERI, Mayor

ATTEST:

\_\_\_\_\_  
RIGOBERTO GARCIA JR., City Clerk  
(seal)