DATE: June 13, 2023

TO: Mayor and Council Members

FROM: Section 8, Housing, and Community Development Block Grant Department

SUBJECT: Amendment No. 1 to Agreement No. 23-124 with Catholic Charities of Los Angeles, Inc.

RECOMMENDATION:
It is recommended the Mayor and Council Members approve Amendment No. 1 to Agreement No. 23-124 with Catholic Charities of Los Angeles, Inc., extending the City of Inglewood Homeless Coordinator Program through June 30, 2024. (Grant Funds)

BACKGROUND:
In December 2016, the LA County Board of Supervisors (Board) declared a State of Emergency on homelessness and immediately placed Measure H (a ten-year, quarter cent special sales tax) on the ballot for the Consolidated Municipal and Special Election held on March 7, 2017. As a result of the election, 69.34% of County voters approved Measure H, and it is projected to raise $3.5 billion total by September 2027 to address homelessness.

The South Bay Cities Council of Governments (SBCCOG), a joint powers authority comprised of the County of Los Angeles and sixteen (16) member cities, has been awarded a Measure H funding allocation of $1,905,000 to address homelessness in its jurisdiction. The SBCCOG has worked to ensure that each city in its authority had an opportunity to receive a portion of funds from Measure H through a competitive grant application process. The City applied for and was awarded $125,000 in Measure H funds from the SBCCOG to implement a Homeless Services Coordinator Program.

On February 7, 2023, the City approved an agreement with Catholic Charities of Los Angeles, Inc. (Catholic Charities), to take the lead in implementing the Homeless Services Coordinator Program for the City of Inglewood. Catholic Charities through its social service agency, St. Margaret’s Center located at 10217 South Inglewood Avenue, Lennox, California 90304, offers a comprehensive range of emergency and supportive services to approximately 10,000 low-income and homeless individuals and households, annually, in the northern most region of Los Angeles County’s South Bay. The grant award was initially scheduled to expire June 30, 2023.

On May 2, 2023, the Program Manager was hired by St. Margaret’s Center and is working alongside the City’s Inglewood Mental Health and Evaluation Team (I-MET) (Inglewood Police Department-Community Affairs Section) to provide street-outreach to persons experiencing homelessness; serves as a point of contact for Inglewood homeless clients seeking services; and
helps to stream-line access to homeless and other essential social services necessary to reduce the reoccurrence of homelessness in the City.

DISCUSSION:
Agreement No. 23-124 provides an amount not to exceed of $125,000 to contract with Catholic Charities, St. Margaret’s Center through June 30, 2023. However, the SBCCOG notified the City that the term of the grant award has been extended to June 30, 2024. Therefore, the current Agreement with Catholic Charities must be amended to continue providing services through June 30, 2024, or until all grant funds are expended, whichever comes first. Agreement No. 23-124 allows for up to two extensions, in one year increments, based on funding availability.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no impact to the General Fund to extend Agreement No. 23-124 with Catholic Charities of Los Angeles, Inc. and execute Amendment No. 1. Catholic Charities through St. Margaret’s Center will continue to invoice the City for reimbursement for eligible services rendered through June 30, 2024. The City requests monthly reimbursement from the SBCCOG for those services. The initial award amount of $125,000 is available in Account Code No. 220.031.3163.5128 (Grant Fund- Housing, Section 8 and CDBG-Homeless Public Services – Measure H – Homeless Initiative.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Amendment No. 1 to Agreement No 23-124 with Catholic Charities of Los Angeles, Inc.

PREPARED BY:
Roberto Chavez, HUD Programs Manager
Lori Jones, Sr. Program Specialist, Housing Programs

COUNCIL PRESENTER:
Roberto Chavez, HUD Programs Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:

[Signature]
Harjinder Singh, Deputy City Manager

CITY MANAGER APPROVAL:

[Signature]
Artie Fields, City Manager
ATTACHMENT NO. 1
AMENDMENT NO. 1. TO AGREEMENT NO. 23-124

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 23-124 is made and entered into this ______ day of ____________________, 2023, by and between the City of Inglewood, a municipal corporation and charter city and Catholic Charities of Los Angeles, Inc., a California non-profit corporation with its principal place of business located at 1531 James M. Wood Boulevard, PO Box 15095, Los Angeles, California 90015 ("Contractor").

WHEREAS, on June 14, 2022, the City and South Bay Cities Council of Governments (SBCCOG) entered into a Memorandum of Understanding accepting $125,000 from SBCCOG to implement a Homeless Coordinator Program; and

WHEREAS, on February 7, 2023, the City and Contractor entered into Agreement No. 23-124 for Contractor to implement the Homeless Coordinator Program with an expiration date of June 30, 2023; and

WHEREAS, SBCCOG notified the City that the grant award, which was set to expire on June 30, 2023, has been extended to June 30, 2024; and

WHEREAS, the City and Contractor desire to amend Agreement No. 23-124 to extend the expiration date of the Agreement to match the expiration date of the grant award;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the City and Contractor mutually agree as follows:

1. Extension

Paragraph 5.1 of Article 5 – Term & Termination is amended as follows:

"5.1 Term. The term of this Agreement shall expire on June 30, 2023, or until all grant funds allocated to City are disbursed to and expended by Contractor, or if the time of performance is extended. This Agreement may be extended for two (2) additional terms – one (1) additional term of one (1) year each, upon the prior mutual written agreement of both parties and subject to the availability of funding received by City.”
2. **No Other Changes**

   All other terms in Agreement No. 23-124 shall remain the same.

   **IN WITNESS THEREOF,** the Parties have executed this Agreement as of the
date and year first written above.

   **CITY OF INGLEWOOD**

   ________________________________

   James T. Butts, Jr.

   Mayor

   **ATTEST:**

   ________________________________

   Aisha L. Thompson

   City Clerk

   **APPROVED AS TO FORM:**

   ________________________________

   Kenneth Campos

   City Attorney

   Rev. Monsignor Gregory A. Cox

   Executive Director
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street
Suite 2100
San Francisco CA 94105

INSURED
Catholic Charities of Los Angeles, Inc.
1531 James M. Wood Blvd.
Los Angeles, CA 90015

CONTACT
NAME: Jenny Borino
PHONE: (415) 548-9300
FAX: (415) 536-5499
E-MAIL: jenny.borino@ajg.com

NAIC #: 10788
INSURER A: Princeton Excess & Surplus Lines Inc
INSURER B: Safety National Casualty Corporation

REVOLUTION NUMBER:
CERTIFICATE NUMBER: 1792425509

COVERAGE

<table>
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<tr>
<th>INR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>AGG. LIMIT PER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
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| A       | COMMERCIAL GENERAL LIABILITY
         | CLAIMS-MADE X OCCUR |OTHXR | N2ASF000001210 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE $10,000,000 |
|         | PROF LIABILITY |               |               |            |               | DAMAGE TO RENTED PREMISES ($10,000,000) INCLUDED |
|         | GENL AGGREGATE LIMIT APPLIES PER: |               |               |            |               | MED EXP (Any one person) $5,000 |
|         | POLICY | LOC |               |            |               | PERSONAL & ADV INJURY $10,000,000 |
|         | OTHER |               |               |            |               | GENERAL AGGREGATE $10,000,000 |
| A       | AUTOMOBILE LIABILITY
         | ANY AUTO | SCHEDULED AUTOS | N2ASF000001210 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT ($10,000,000)
|         | OWNED AUTOS ONLY | MON-OWNED AUTOS ONLY |               |            |               | BODILY INJURY (Per person) $ |
|         | Hired Autos Only |               |               |            |               | BODILY INJURY (Per accident) $ |
|         | UMBRELLA LIAB | OCCUR |               |            |               | PROPERTY DAMAGE (Per accident) $ INCLUDED |
|         | EXCESS LIABILITY | CLAIMS-MADE |               |            |               | PROJECTS - COMPOUND $ |
|         | DED | RETENTION $ |               |            |               | $ |
| B       | WORKERS COMPEN | N/A | Y | SP4067724 | 1/1/2023 | 1/1/2024 | E.L. EACH ACCIDENT $2,000,000 |
|         | SATION AND EMPLOYER'S LIABILITY |               |               |            |               | E.L. DISEASE - EA EMPLOYEE $2,000,000 |
|         | ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED |               |               |            |               | E.L. DISEASE - POLICY LIMIT $2,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

General and Auto Liability limits are inclusive of $1.5M retention. Workers’ Compensation limit is inclusive of $1M retention.

Catholic Charities of Los Angeles, Inc. 1531 James M. Wood Blvd, Los Angeles, CA, 90016 as respects to City of Inglewood Homeless Services Coordinator Program being held from 7/1/2022 - 6/30/2023.

City of Inglewood is named as Additional Insured per attached endorsement. PRIMARY: Per attached endorsement, it is agreed and understood that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance. Waiver of Subrogation applies per attached endorsement.

Notice of Cancellation: Each insurance policy shall not be canceled except with notice to the City.

CERTIFICATE HOLDER

The City of Inglewood, its officers, officials, employees and volunteers
One Manchester Blvd
Inglewood CA 90301
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, January 01, 2021

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4064190, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE, ET AL, dated January 01, 2021. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
The City of Inglewood, its officers, officials, employees and volunteers
One Manchester Blvd
Inglewood CA 90301

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
ENDORSEMENT

No. 1 to Policy No. ALAIC-2021-0001

Effective July 1, 2021
No additional premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DEDUCTIBLES AND SELF-INSURED RETENTIONS is amended as follows

$1,500,000 Self-Insured Retention per OCCURRENCE due to TERRORIST ACTIVITY

Condition F is amended as follows:

F. Other Coverage or Insurance

If any person claiming Coverage under this POLICY has insurance or coverage provided to it by any insurer or other source, there shall be no obligation under this POLICY to pay a LOSS or portion thereof until all other such insurance or coverage has been exhausted. However, if the NAMED INSURED has agreed in a written contract prior to an OCCURRENCE covered under this POLICY that insurance maintained by a party to such contract shall be excess to the Coverage under this POLICY, then, and only to the extent of such contractual obligation, the Coverage under this POLICY shall be primary and non-contributory to such other insurance or coverage.

Funds of the NAMED INSURED, which have been set aside in reserves or contingency accounts for purposes of self-insurance or responses to potential, contingent, catastrophic or incurred but not reported claims, shall not be deemed to be other collectible coverage under this Condition F.

Condition K is amended as follows:

K. Subrogation

ALAIC shall be subrogated to the extent of any payment made by it under this POLICY to all of a COVERED PARTY’S rights of recovery against any person, including any insurer, and the NAMED INSURED shall do nothing to prejudice ALAIC’s subrogation rights, and shall do everything necessary to secure those rights. Notwithstanding ALAIC’s right of subrogation, however, the NAMED INSURED may waive its rights of recovery from any party for LOSS or DEFENSE COSTS if the waiver is made in writing prior to an OCCURRENCE covered under this POLICY.

All other terms and conditions remain unchanged.

By Randolph Steiner (Mar 3, 2022 15:20 PST)
Authorized Representative