



California Interagency Council on Homelessness

ERF-3-R, Application

Part 1 (A): ADMINISTRATIVE INFORMATION

Application Window

- ☐ Window #1, 11/3/2023 - 1/31/2024
- ☐ Window #2, 2/1/2024 - 4/30/2024
- ☒ Window #3, 5/1/2024 - 6/30/2024

*Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. **Note, applications submitted after 5:00 p.m. on 6/30/2024 will not be reviewed.***

Eligible Applicant

Select the eligible applicant's jurisdiction type.

- ☐ CoC ☒ City ☐ County

What is the name of the city or county?

City of Long Beach as well as CoC

Part 1 (B) Contracting Information

Complete all elements of the below section. This information is required for contracting should this application be chosen for award.

Contractor Information

Contractor Name (the legal entity entering into contract with the State)

City of Long Beach

What is the Federal Employer Identification Number (FEIN # or tax id number) for the contractor?

95-6000733

Tax ID Form

Long Beach_gov_taxpayer_id_form.pdf

Governmental entities will need to submit a GovTIN Tax Form, and Non-governmental entities will need to submit a STD 204 Tax Form. Links to each are below:

GovTIN: [Taxpayer ID Form \(ca.gov\)](#)

STD 204: [STD 204 - Payee Data Record \(ca.gov\)](#)

Who is the best contact person for this contract?

Primary Contact

| | |
|-----------------------------------|-------------------------------------|
| <input type="text" value="Paul"/> | <input type="text" value="Duncan"/> |
| First | Last |

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Job title

| |
|---|
| <input type="text" value="Homeless Services Bureau Manager"/> |
| job title |

Email

| |
|--|
| <input type="text" value="Paul.Duncan@longbeach.gov"/> |
|--|

Phone

| |
|---|
| <input type="text" value="(562) 570-4581"/> |
|---|

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Secondary Contact

| | |
|-----------------------------------|--------------------------------------|
| <input type="text" value="Jeff"/> | <input type="text" value="Proctor"/> |
| First | Last |

Job title

| |
|--|
| <input type="text" value="Homeless Admin and Operations Officer"/> |
| job title |

Email

| |
|--|
| <input type="text" value="jeffrey.proctor@longbeach.gov"/> |
|--|

Phone

| |
|---|
| <input type="text" value="(562) 570-4560"/> |
|---|

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Contact Person for Reporting

| | |
|--------------------------------------|--------------------------------------|
| <input type="text" value="Jasmine"/> | <input type="text" value="Guillen"/> |
| First | Last |

Job title

Community Program Specialist IV

job title

Email

jasmine.guillen@longbeach.gov

Phone

(562) 570-7997

This contact will ONLY receive grant reporting correspondence (inclusive of guidance, report releases/reminders, report follow-ups).

Authorized Representative

Tom

First

Modica

Last

Job title

City Manager

job title

Email

Tom.Modica@longbeach.gov

Phone

(562) 570-5091

The Authorized Representative has authority to contract on behalf of the eligible applicant

If this application is funded, what address should the check be mailed to?

Address

2525 Grand Ave.

Address Line 1

Address Line 2

Long Beach

City

California

State

90815

Zip Code

Attention to (if applicable):

Nerissa Mojica (Department of Health and Human Services)

 **This Application uses character limits** 

Reaching these limits is not required, however competitive responses will address all parts of each

question asked.

Part 2: PROPOSAL OVERVIEW

Guidance:

In completing this application, applicants must identify the specific encampment that will be prioritized for resolution.

If an applicant proposes to prioritize a large, noncontiguous, or multiple site(s), the encampments may only be addressed through a single application if: (a) the justification for prioritizing the encampments is the same, **and** (b) the demographics and service needs of the residents of the encampments is sufficiently the same that, (c) the same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to resolve the identified people's experience of homelessness in encampments.

Applicant must prepare a separate application for each encampment that does not meet the requirements of (a) – (c).

Proposal Summary

Summarize the proposed Encampment Resolution Fund (ERF) project, including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources. (1500-character limit)

The proposed Long Beach ERF project would combine multiple different services and resources to get people immediately off the Los Angeles Riverbed and into non-congregate shelter settings while working towards permanent housing solutions expeditiously. The initial phase of the project will mobilize additional outreach and engagement ensuring that everyone is aware of resources across the continuum of what is being offered and will also include ensuring a lease is in place for non-congregate shelter. Additional outreach and engagement on the riverbed will continue through all phases to engage those that might be hesitant or are remaining unsheltered through the initial implementation. The second phase of the project will be the mobilization and launch of new non-congregate shelter spaces and associated supportive services. Both funded and leveraged shelter beds that turnover throughout the project will have some set-aside beds as well as prioritization for non-set aside beds. The third phase will be increased rapid rehousing resources for those living on the riverbed. This will be utilized to get people to permanent housing quickly with recognition that some will need to be transitioned to PSH opportunities as they become available. The housing authority is setting aside turnover vouchers that will be combined with intensive case management services to create additional PSH opportunities with a set aside of units specifically for this project.

People Served

Number of people currently residing in prioritized encampment site

246

#

Potential inflow of people into the prioritized encampment site during the grant term.

80

Of people currently residing in prioritized encampment site, how many will be served by this proposal?

190

#

Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period?

320

#

Of people projected to be served across the entire grant period, number of people projected to transition into interim housing.

130

#

Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing

174

#

*This should include both people who transition directly into permanent housing **and** people who may first transition into interim housing.*

Is the prioritized encampment site part of a larger encampment area?

☐ Yes ☒ No

Encampment Information

1. Briefly describe the characteristics of the people residing within the prioritized encampment site,

including demographics, household compositions, disabilities, and projected service and housing needs. Include how this information was gathered. (1500-character limit)

The encampment area is diverse group & closely resembles the Long Beach homeless count. Utilizing the 2024 PIT count 34% Latinx, 29% identify as Black, , 24% White, & other races race are all under 5%. In the encampment 65% identify as male, 32% female & 1% non-binary and trans. A quarter of the people are over the age of 55.

Reported disabilities within the encampment is similar to the rest of the rest of the City with a slightly higher rate of self-reported substance use disorder. The following disabilities were at or above 30% responses ranked from most prevalent to least. Severe mental illness, substance use disorder, physical disability and chronic medical conditions. Chronic homelessness rates are slightly higher than the rest of the City & this is the encampment with the largest number of people, 92%, that have been experiencing homelessness for a year or longer.

Most people will benefit from access to immediate, safe, & stable interim housing, where basic & emergent needs can be addressed, w/ triage & referral to stabilizing resources & supports. Some households have expressed openness to congregate shelter, though most will be better served in a non-congregate setting. A high percentage of people are in need of a supportive housing intervention to end their homelessness however there are a group of people that would be well served w/ rapid rehousing.

This project will prioritize those with the greatest vulnerability and lengths of homelessness for resources.

If this proposal seeks to serve a particular target population, specify and describe.

2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. (1000-character limit)

The encampment site spans the Los Angeles Riverbed from where the riverbed enters into the Pacific Ocean to the northern border of Long Beach stretching approximately 9.5 miles. The Los Angeles Riverbed encampments exist on a number of different jurisdictional ownerships beyond just Long Beach including Los Angeles County and SoCal Edison. The site does go under Caltrans jurisdiction when going under freeways. There are people living on both sides of the LA Riverbed and the properties that are immediately adjacent to the riverbed. The riverbed runs adjacent to the 710 freeway and crosses under the 405 and 91 freeways. There are several parks and greenbelts that are immediately adjacent to the riverbed including a wetlands reserve. Some areas of the riverbed are easily accessible by side streets while other areas are remote and more challenging to reach. There is an access road and bike path that run along the span of the encampment zone.

3. Why is this encampment site being prioritized? Applicant should identify any distinguishing needs and/or vulnerabilities of the people living in this encampment and/or any health, safety, or other concerns that led the applicant to prioritize this site over other encampments. (1000-character limit)

This encampment area is being prioritized as it is the largest long-standing encampment within the Long Beach area. There are areas along the riverbed where there is a higher concentration of people living, however there are people living consistently along the full stretch of the riverbed. On average people living along the riverbed have experienced longer lengths of homelessness while having slightly higher rates of reported health problems. There are some unique health and safety challenges around the riverbed as it is adjacent to a port freeway with high diesel truck utilization. It has also had more encampment related fires than anywhere else in the City. Access for emergency response can be challenging. There is also increased safety risk during the winter season as flood waters rise along the riverbed.

ERF authorizing legislation requires funding be used for “prioritized” encampments. Applicants must, therefore, provide a justification for the prioritization of the encampment proposed to be served. Except in very small communities where it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source, ERF is not intended to be used to fund a community-wide encampment resolution program.

Attachment: Map

Long Beach_ERF3_Encampment_Map.pdf

The provided map should clearly indicate the area of the prioritized encampment. The map may also indicate the location of other key service, shelter, and housing resources described in this proposal.

4. Is the prioritized site on a state right-of-way?

☐ No ☐ Yes - partially ☐ Yes - entirely

Proposal's Outcomes

5. What outcomes does this proposal seek to accomplish by 6/30/2027? Outcomes should be specific, measurable, attainable, relevant, and time-bound (SMART). (1000-character limit)

The HSB proposes to provide interim and emergency housing to 120 individuals with the goal of 80% of those who receive interim housing exiting to a permanent housing destination. The goal will be to have 100 people in shelter within a month of the program's start date. The HSB seeks to transition 150 encampment residents to permanent housing by the ERF grant's close via connections to Rapid Rehousing and PSH through the Long Beach CES and for 95% of people to retain housing for at least 2 years post housing.

6. What are the primary activities the applicant will implement to achieve each of the proposal's outcomes? (1000-character limit)

The HSB plans to master-lease 60 non-congregate shelter (NCS) units to supplement the established interim/emergency housing options for a year and a half. In addition to the master lease will prioritize 15 new PHK interim housing units opening in early 2025 as well as have 20 rooms in a motel lease through LA County's Pathway Home program that is currently occupied by people who were living on the riverbed. As any of those units' turnover backfill will be from the encampment area. Through resources directly funded by the project and leveraging we will add 100 slots of new rapid rehousing available for a two-year period. We are committing 30 turnover Housing Choice vouchers with intensive case management services and will ensure all people are entered into CES for non-ERF prioritized supportive housing opportunities.

7. How will the applicant measure progress towards the proposal's outcomes? (1000-character limit)

Progress will be monitored and measured in HMIS through observing the following indicators: length of time in program; exit destinations; NCS & RRH utilization; and attained service referrals. Staff will maintain 90% utilization of the NCS throughout the master lease term. ERF staff will assist in acquiring vital documents and submit participants into CES within 14 days for anyone enrolled in the ERF program. Exits to permanent housing will be tracked with a target of 80%. Program management will create quarterly performance targets to reach the final goals for the overall program. Staff will review monthly HMIS reports and invoicing to track both service and fiscal progress towards goals and will utilize management conversations to make any program adjustments. Staff will utilize case conferencing as a tool to discuss individual program participants to ensure that we are focused on the success of each participant within the program.

8. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000- character limit)

There are no local ordinances that will hinder the proposal's outcomes. One factor that may hinder the outcomes is the flow of permanent housing resources and landlord acceptance. The city has provided incentives for accepting people through the housing programs & will be paid through funds that have already been identified through the Housing Authority of the City of Long Beach and will not be paid through this grant. The city does have multiple project-based buildings that will open during the timeline of the proposed project to provide additional opportunities. Getting a motel lease can be challenging and can take time. Through ERF round 2 the City has an established agreement with a hotel with 60 rooms and has identified two other motels that would be interested in a master lease agreement to reduce past challenges.

9. Does this proposal fund a standalone project, or is the proposed project one component of a larger initiative?

☐ Standalone ☒ Larger initiative

If it is part of a larger initiative, describe the role and significance of this project in achieving the objectives of the larger initiative. (1000-character limit)

This project will be the most significant portion of the initiative on working with the encampment on the riverbed. There has been some work through the County of Los Angeles Pathway Home project which is reflected within the application. The City of Long Beach and County of LA are collaborative partners and are committed to working together within the encampment area.

Centering People

10. Describe how the perspectives of people with lived experience of homelessness meaningfully contributed to the content of this proposal? How will people with lived experience be part of the implementation of this ERF project? If individuals living in the encampment site were included in the development of this proposal, describe how their input was obtained and how that input shaped the proposal. (1000-character limit)

During this year's PIT count outreach workers conducted gaining information about people in the encampment. The HSB has held conversations w/ individuals that expressed interest participating as the Advisory Board with Lived Experience (ABLE). ABLE is made up of paid committee members tasked w/ informing decision-making & program design to ensure that the HSB is creating programs w/ feedback from the community in which it aims to serve. The HSB has received feedback in the form of focus groups, participant surveys, ERF1 participant feedback, & feedback from regular engagements w/ participants of the Bureau's core program components. The information received has overwhelmingly stated that participants are more willing to accept & feel more comfortable in a non-congregate shelter setting while they work on permanent housing. The reasons vary from person to person, but some common themes indicate past institutional traumas, health needs, & mental health needs.

11. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000-character limit)

One of the core values for the HSB is to work as a Housing First agency. The HSB will work w/ participants no matter how they present. HSB's approach does not require a participant to meet certain criteria before they can receive services or resources. If an individual is experiencing homelessness the Homeless Services Bureau will work w/ them to identify & secure any & all services as appropriate & eligible. In the process of housing individuals, it is not uncommon to have setbacks & missteps that do not align w/ the desired housing goals & outcomes. Such an occurrence (i.e., loss of income, relapse, violation of program rules, etc.) will not negatively impact the participants access to program resources, or ability to continue participation in the program. People are prioritized for resources based upon LOT they have experienced homelessness, presence & severity of disabilities, & overall vulnerability, ensuring those w/ the greatest needs are prioritized for resources.

12. Describe how each of the following service delivery practices are incorporated into the outreach, interim shelter (if applicable), and permanent housing aspects of the proposed ERF project: (a) individual participant choice and (b) trauma informed care. (1000-character limit)

Trauma-informed care (TIC) is one of the central tenets of program design & service delivery w/in & across the Long Beach CoC. The HSB designs programs and trains staff to operate programs & deliver services in accordance w/ the principles of TIC. Trauma-informed principles are embedded into all aspects of the HSB's work in looking at ways of positive regard, acceptance, autonomy, safety and creating opportunities for healing. All programs w/in the CoC and CES are required to incorporate TIC into their service model, which requires that every part of the program's design. The HSB, its subrecipients, and CES participating agencies must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to participants in a way that accounts for each participant's history, needs, and characteristics.

13. Describe how harm reduction principles will be incorporated into the outreach, interim housing (if applicable), and permanent housing aspects of this ERF project. (1000-character limit)

The HSB directly provides as well as partners with several nonprofits that provide harm reduction services and supplies. The nonprofit partners currently provide education, safe use materials, and treatment to individuals that are in the encampment site. This includes ensuring that all outreach and service staff have Narcan available and have been trained in administering Narcan. Staff are also informed of other harm reduction approaches for non-substance use related areas such as sex work and hoarding. Staff also receive training in motivational interviewing to improve effectiveness of harm reduction focused conversations. Programs focus on unconditional positive regard for individuals regardless of whether a person may be engaging in a high-risk activity. Program rules within interim and permanent housing programs focus on behaviors that cause disruption and reduce safety versus an action such as using drugs.

14. Describe the services that will be provided to improve people's health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000-character limit)

The HSB and partners will provide ongoing outreach and engagement within encampment area. This includes having mental health clinicians and public health nurses within outreach engaging people around both their mental health and physical health needs. The outreach team will coordinate with several street medicine and mobile primary care programs that are active to provide ongoing care. The City partners with community organizations that provide basic needs with water, food a vital supplies for people who are living in the encampment area. The City is exploring the implementation of trash services to improve public health and dignity within the encampment area. When there are safety concerns that arise along the riverbed Long Beach PD has its Quality-of-Life team which provides non-enforcement focused engagement along with outreach workers to resolve conflict and other safety issues.

15. Identify what controls are or will be in place to ensure that all ERF-3-R funded parties will not penalize homelessness. The term "penalize homelessness" means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons' engagement in necessary human activities, including sleeping, resting, and eating. (1000-character limit)

The Long Beach City Council and administration has committed to a service focused approach versus ordinances that criminalize or penalize homelessness. This commitment will remain regardless of the outcome of the current supreme court case. On Long Beach's homeless services page, the FAQ section provides information to community members around encampment engagements and clarifying legal questions while focusing on encouraging engagement and connection. Additionally, the City of Long Beach has multiple programs to reduce legal barriers for people experiencing homelessness such as homeless court and parking ticket forgiveness. The ERF-3 program will be a voluntary program that is client centered in approach. The goal of the program is permanent housing, health, and safety of the encampment residents. Constant communication with law enforcement is built into the Interdepartmental team and there will be no objectives or tasks that are meant to penalize the encampment residents.

16. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curb-side waste removal and access to clean and available bathrooms. (1000-character limit)

The city is exploring the implementation of a waste removal program where people will receive trash services in a similar manner to community members in housing. There is one community organization that currently hires people that are currently experiencing homelessness or have recently, to provide cleanup in the community with the riverbed being a primary target area. There are several parks that are riverbed adjacent where people are able to restroom services. The City access center is less than 100' from the riverbed and does provide restrooms as well as showers to people Monday-Friday. The City is working to increase mobile showers to multiple days and locations within the City and will prioritize a riverbed adjacent location that is significant distance from the City access center.

Part 3: IMPLEMENTATION

Core Service Delivery and Housing Strategies

17. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000-character limit)

The HSB will enhance existing staff & community partnerships to comprise the Interdepartmental Team (ITP) that conducts outreach & engagement to the encampment 4 times a week. The Restorative Engagement to Achieve Collective Health (REACH) team is a multi-disciplinary team designed to support individuals for physical & mental health concerns. The team consists of a mental health clinician, public health nurse, & outreach staff. The Mobile Access Center (MAC), Quality of Life officers (QOL) from the LB Police Department make up the ITP. Fire is also included to provide emergent health interventions, & fire safety information. QOL units have experience connecting individuals to the HSB, shelter, treatment, family reunification. The HSB will provide core outreach & engagement efforts by coordinating with the QOL team to assess the need for safety & health related interventions while simultaneously motivating participants to access housing resources. HSB outreach staff will support participants with acquiring vital documents, shelter, resource referrals, & permanent housing. The MAC is staffed by 2 case managers, 2 outreach workers & a public health nurse who provide field-based care management allowing for continuity of services to transient participants & will be located in the encampment zone once a week. The encampment residents will also be engaged by harm reduction and street medicine teams that are focused on the riverbed. The outreach capacity within the encampment area averages 4 to 5 outreach/case management staff each day providing a ratio of 1 to 40 for services but will be reduced as people are linked with interim housing opportunities. With other specialized services and supportive service ratios can be more impactful on certain days of the week.

18. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000-character limit)

The CES will provide streamlined and prioritized access to PSH and interim housing including NCS. The CES will match individuals to all appropriate housing resources available throughout the Long Beach CoC. The CES will prioritize individuals from the encampment based on need to ensure that those who are most vulnerable are being entered and prioritized within the CES process for PSH. The CES process will also support in identifying people who will be linked with an RRH program. Ongoing care coordination structures within the CES process will allow for continual engagement and planning for each person in the encampment. Within the CES process people are being prioritized and matched from throughout the CoC, which may mean that there are moments where there are fewer matches for PSH for people within the encampment area, however through other resources HSB can provide interim solutions while providing time for resources and matches to happen.

19. Describe each of the specific (a) interim housing and (b) permanent housing opportunities that will be used to achieve the proposed outcomes of this ERF project. Demonstrate that any ERF-3-R funded interim housing capacity is either non-congregate or clinically enhanced congregate shelter. (2000-character limit)

Approximately half the encampment residents will be provided a non-congregate shelter (NCS) opportunity that will have case management on site as well as specialized support with mental health and other supportive services. Sites will have security to ensure that they remain safe environments for all. People will be providing meals and other basic amenities within the NCS sites. The HSB will utilize ERF funds to obtain 60 motel rooms, with the goal of having a master lease for as many rooms as possible. The County currently has a 20-room motel that is providing NCS to those who were on the riverbed and will be available to people from the encampment area as people move to permanent housing. The City will prioritize a set of rooms at an upcoming PHK program for chronically homeless individuals and that site is riverbed adjacent. Access to the NCS opportunity will abide by housing first, harm reduction and trauma informed principles. People within NCS programs will have autonomy within their space with low barrier rules and be able to come and go from the sites. The NCS approach has been utilized successfully in multiple previous efforts. The NCS programs have a significantly higher rate of acceptance from participants, especially those experiencing chronic homelessness.

Participants in the program will be linked with PSH and RRH housing opportunities. Currently the Long Beach CoC has around 2,400 PSH units through various projects. Within those projects there are an estimated 100 units per year that will have turnover. Additionally, Long Beach has around 200 units of PSH coming online within the next year through vouchers and project-based developments. The City is setting aside 30 Housing Choice Vouchers that will be paired with existing intensive case management services to create new PSH opportunities for the encampment. Long Beach also has RRH resources currently through several funding resources in addition to the RRH resources being proposed.

20. Demonstrate the applicant's commitment and ability to deliver permanent housing solutions to the people residing in the prioritized encampment, including by providing examples of prior successful efforts to permanently house similarly situated individuals. (2000-character limit)

If awarded this will be the City's 3rd encampment resolution program. Through ERF round 1 we have seen our exits to permanent housing from NCS be at over 80% and then with PHK over 2 years we have seen 50% of exits to permanent housing, which shows a high level of stability and success for the NCS approach versus congregate shelter. The City has also partnered with Los Angeles County and their Pathway Home program to do similar encampment resolution approaches as the City has seen the value and impact both in moving people from unsheltered to sheltered and ultimately working to get people to permanent housing. The City has even worked with the County to site motels in Long Beach that are supporting encampment resolution approaches for surrounding cities as we believe in the impact and believe in strong regional partnerships and finding solutions that get people to permanent housing.

The City of Long Beach has shown strong commitment towards developing affordable housing including supportive housing as one of the few Cities that has a compliant Housing Element as well as being designated a pro-housing city. Long Beach has demonstrated great success in utilizing permanent housing resources as Long Beach received one of the highest per capita allocations of EHV's and is one of the communities in CA that has been able to successfully utilize all vouchers. In utilizing the vouchers CES prioritized those at the top of CES with longest experiences of homelessness and high vulnerabilities. The CoC was awarded within the HUD Unsheltered NOFO bringing in additional permanent housing resources and focusing those who are unsheltered. This provides confidence in the ability to fully utilize permanent housing resources while engaging people with significant service needs and being successful within that. Long Beach also has demonstrated success with keeping returns to homelessness at below 5% annually.

21. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500-character limit)

Through outreach and engagement on the riverbed we have gotten input from participants around interest in motel/hotel spaces. Most people are interested in permanent housing resources with many people inquiring about vouchers. Feedback received overwhelmingly stated that participants are more willing to accept & feel more comfortable in NCS settings while they work on permanent housing. The reasons vary from person to person, but some common themes indicate that past institutional traumas, health needs, & mental health needs are reasons why some participants have difficulty staying in congregate shelter. HSB has utilized data both through outreach data collected in HMIS as well as the homeless count to better understand demographics and health needs. Some key data such as 92% of people who have been experiencing homelessness for over a year and higher rates of mental health and substance use, indicate the need for intensive and enhanced services and settings. This includes increasing mental health and harm reduction supports across intervention types. Our rapid rehousing supports are meant to be deeper than typical accounting for significant periods of rental assistance knowing that this may be a bridge for many until a voucher becomes available. This is knowing that we need quick permanent housing solutions but also recognizing that there will not be enough availability in the first year of the program implementation.

Where applicable, identify the people, data, evidence, and / or other sources of information that was relied upon for this proposal.

Table 1: Projected Living Situations Immediately Following the Encampment

For people served who exit the encampment, what are the projected Living Situations Immediately Following the Encampment, including but not limited to, permanent housing, interim sheltering, and unsheltered?

Please provide responses in the table below. Add a row for each projected living situation. (250-character limit for each cell)

| Briefly Describe Each Projected Living Situation Immediately Following the Encampment | Is This Permanent Housing? | Quantify the Capacity (e.g., number of beds/units, frequency of bed/unit availability) | Prioritized or Set-Aside for ERF-3-R? | Is this living situation funded by ERF-3-R and / or Leveraged Funds? | % of Served Persons Projected to Fall Within This Living Situation |
|---|----------------------------|--|---|--|--|
| Permanent Supportive Housing | Yes Yes/No | 30 | Prioritized and not Pri/Set-Aside/Neither | Leveraged ERF/Lev/Both | 15 % |
| Rapid Rehousing | Yes Yes/No | 40 | Set-Aside and not Pri/Set-Aside/Neither | Both ERF/Lev/Both | 20 % |
| Non-Congregate Shelter | No Yes/No | 110 | Portions Set-Aside and a portion prioritized Pri/Set-Aside/Neither | Both ERF/Lev/Both | 55 % |
| Congregate Shelter | No Yes/No | 20 | Neither Pri/Set-Aside/Neither | Leveraged ERF/Lev/Both | 10 % |

Table 2: Permanent Housing Opportunities

A permanent housing opportunity is a combination of project and/or service provided to an individual with the goal of helping the individual obtain permanent housing. Of course, applicants cannot and do not need to provide every possible scenario; Cal ICH is looking to understand the primary, expected permanent housing opportunities for people projected to be served by this proposal.

Please provide responses in the table below. Add a row for each projected opportunity. (250-character limit for each cell)

| Describe the Permanent Housing Opportunity | Prioritized or Set-Aside for ERF-3-R? | Quantify the Capacity of the Housing and Service Opportunity | Is this Housing Opportunity Funded by ERF-3-R and / or Leveraged Funds? |
|--|---------------------------------------|--|---|
| Permanent Supportive Housing - Tenant based HCV vouchers | Set-Aside Pri/Set-Aside/Neither | 30 | Leveraged ERF/Lev/Both |

| | | | |
|---|---|----|---------------------------|
| Permanent Supportive Housing - Project Based new developments | Prioritized Pri/Set- Aside/Neither | 40 | Leveraged ERF/Lev/Both |
| Permanent Supportive Housing VASH Voucher | Prioritized Pri/Set- Aside/Neither | 5 | Leveraged ERF/Lev/Both |
| Rapid Rehousing exit to market rate housing | Prioritized and Set- Aside Pri/Set- Aside/Neither | 20 | Both ERF/Lev/Both |
| Rapid Rehousing bridge to Permanent Supportive Housing | Prioritized and Set- Aside Pri/Set- Aside/Neither | 60 | Both ERF/Lev/Both |
| Exit to Shared Housing Situation - RRH Support | Prioritized Pri/Set- Aside/Neither | 19 | Both ERF/Lev/Both |

22. Describe strategies the applicant will use to ensure that people are not displaced from the prioritized encampment into another unsheltered location. Include strategies that are in addition to/complement the interim shelter and permanent housing opportunities that are part of this proposal. (1000-character limit)

Being such a large encampment with a high number of people the City is cognizant that resolving this encampment will be a process and will continue across the full time of program period. With that we will continue to provide outreach and services to people within the encampment area over the full 2-year period. HMIS will be utilized to track engagement and who remains in the encampment zone and will allow us to identify and track if there is anyone that moves outside of the encampment zone so that services are still being offered to those individuals. The City has interdepartmental and interjurisdictional planning teams established to work with all land ownership and departments working within the encampment zone to increase planning and coordination and minimize impact of actions that could push people from the encampment area, such as annual soft bottom cleanings that occur within the riverbed.

23. Describe specific strategies and/or services the applicant will use to prevent returns to unsheltered homelessness among people from the prioritized encampment who are sheltered and housed through this ERF project. Include whether these strategies will be funded with ERF-3-R funds and, if not, what other resources will be leveraged. (1000-character limit)

The HSB and collaborating entities will utilize both ERF and leveraged resources to ensure stability in permanent housing. This includes providing field-based case management services that are meeting with people in their housing and maintaining case ratios where case managers are not working with more than 25 people at a time. For those who are needing ongoing indefinite supportive services once in permanent housing they will be linked to intensive case management services which can provide ongoing services, which will be provided through leverage utilizing local and other state funds. For those who are housed and are no longer enrolled in ongoing case management services can be relinked with stabilization services utilizing CalAIM day services and other resources as well as utilizing access to local prevention services which also have financial assistance where needed.

24. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000-character limit)

This encampment spanning 9.5 miles as having some buffer from residential and commercial properties in a City that is nearly fully developed makes it an encampment area that has a dynamic nature and appeal for people that want to be a little more removed from the community. It is anticipated that new people will move onto the riverbed during the encampment resolution program. Within the initial startup of the program, we will focus on creating a by name list that allows us to continue to prioritize and provide services to those individuals regardless of movement and change. The launch of new NCS spaces and RRH will be prioritized based in the initial by name list however as new people come, they will be enrolled into CES and can be prioritized for turnover space in NCS as well as any other additional resources that become available for the encampment area.

25. Describe how participants in this ERF project will be supported with continued access to, and storage of, their personal property while in the encampment, in interim housing (if applicable), and in permanent housing. (1000-character limit)

The inclusion of 95 non-congregate shelter spaces to the program ensures that individuals can maintain and store their belongings in their own personal space. Additionally, the HSB is currently in the construction phase of a navigation center that will provide an additional 80 storage spaces for personal belongings, which people will be able to access stored items Monday-Friday. With the riverbed there are some encampments with such a significant number of belongings we have included a budget line item to be able to support with larger storage units so that it possessions do become a barrier to pursuing interim or permanent housing. Several of the congregate shelters within the Long Beach have additional storage on site to provide flexibility. The City has multiple vehicles that can be utilized to support people with being able to move their possessions when accessing services. This project should not have issues with concerns to personal property being a barrier to accessing services.

26. Describe how participants in this ERF project who have service animals and/or pets will be supported while in the encampment, in interim shelter (if applicable), and in permanent housing. (1000-character limit)

The HSB will ensure to work with an NCS properties that are pet and service animal friendly. This will allow for individuals to maintain their pets/service animals while they are sheltered and working on permanent housing. Within the congregate shelters that are publicly funded each shelter in Long Beach allows for people with pets to have them within the shelter. The City's Animal Services Bureau provides extra support as needed along with pet crates and city services as needed. The City has a partnership with project street vet helping people access vaccinations and basic care as well as a pet food pantry where pet food is available to people across programs. As people are working towards permanent housing the City has staff that are able to support people with letters around emotional support animals to support people as they are submitting housing applications. Staff will work with people in instances where they have so many pets that it becomes a barrier.

Budget and Resource Plan

27. State the total amount of ERF-3-R funds requested.

\$11,051,737.20

\$

28. State the estimated dollar value of secured, non-ERF-3-R resources that will help meet this proposal's outcomes.

\$6,359,325.28

\$

29. Identify and describe each leveraged non-ERF-3-R resource and how that specific resource will be used to help meet the proposal's outcomes, including the permanent housing outcomes. (1000-character limit)

The outreach and engagement of people within the encampment will be enhanced through the leveraging of existing outreach staff utilizing City General Fund, Measure H (local tax revenue), and HUD ESG funds, these will continue beyond the ERF program. Additional interim housing opportunities will be leveraged through existing and soon coming sites funded through Measure H, PHK and HHAP funds. Measure H funded projects are likely to sunset at the same time, but PHK funded projects will be sustained. The City provides RRH and PSH assistance through Measure and HUD funds. The CoC did receive additional resources through the unsheltered NOFO. The City continues to bring in new opportunities to expand supportive housing resources that are indefinite. The City is looking at ways of combining Housing Choice Vouchers with supportive service funding and looking at ways that CalAIM and other health funds can be aligned to create additional housing opportunities that are sustainable.

Applicants are directed to provide a detailed description of other fund sources, and system capacity, that will be leveraged to achieve the outcomes proposed for the ERF-3-R funded project (especially as it relates to meeting this proposal's permanent housing outcomes)

and, if applicable, to sustain the new programming beyond the end of the grant term.

This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.

Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term.

In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.

30. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve, the types of services and housing to be provided, and any benefits to the community's efforts to address homelessness that will extend beyond the grant term, including ongoing expansion of interim and permanent housing capacity. Include an explanation of how the requested ERF-3-R amount was determined. (1000- character limit)

The City of Long Beach brings dedicated resources and is committed to creating additional programs to support people in ending their homelessness. The requested resources are meant to further expand upon current efforts to ensure that the City can reduce unsheltered homelessness and resolve encampments with long term housing focused solutions. The funding requested, as designed, intends to ensure that interim and permanent housing programming and expenditures, as well as supportive services, are sufficient to support the needs of people in being successfully sheltered and re-housed from the targeted encampment. We have a demonstrated record that this approach works, and though initial cost may be more significant it has both an immediate and long-term impact in resolving an encampment. The proposal aims to balance quality services and cost effectiveness based upon existing programming in Long Beach and the outcomes of those programs.

Attachment: Standardized Budget

ERF-3-R Budget Template_Long Beach_06.24.xlsx

Applicants must use the [ERF-3-R Budget Template](#) available on box.com

Key Entities and Staff

31. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-3-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness

project or grant, describe how those experiences informed this proposal. (1500-character limit)

The Homeless Services Bureau (HSB) is the lead entity for administering and implementing the ERF. The HSB is within the Long Beach Department of Health and Human Services - one of 3 cities in California that has its own health department. The HSB is also the administrative entity for the Long Beach Continuum of Care (CoC). The HSB has been a unit within the Health Department for over 25 years and has an extensive history in providing services, as well as receiving, administering, and managing funding allocated and granted to partnering nonprofit agencies. The HSB will be responsible for administering contracts with nonprofit service provider(s) to implement and deliver rapid rehousing services. The HSB will directly provide leveraged outreach as well as supportive services and operational supports for the interim housing portion of the proposal.

The HSB receives city, county, state, and federal funds through many different funding allocations with an annual budget for supportive services and rental assistance that is over \$50 million annually. The HSB has extensive experience in administering as well as providing services within all program types within the proposal and is currently administering an ERF Round 2 grant and had an ERF Round 1 grant and has been able to quickly start up and has met allocation and expenditure deadlines.

Table 3: Key Staff

Identify all staff positions (e.g. administrative, programmatic, development etc.) which are integral to this ERF project and to achieving the proposal's outcomes. For each position include the title, whether the position is filled or vacant, the approximate fulltime equivalent (FTE) of the position dedicated to the ERF project, whether the position is funded through ERF-3-R and/or Leveraged (i.e.non-ER-3-R) funds, and a brief description of the duties. Please provide responses in Table 3 below.

| Title | Currently Filled Position? | FTE of Staffing for This Proposal | Funded by ERF-3-R and / or Leveraged Funds? | Brief Description of Duties |
|--|--|--|---|---|
| Homeless Services Bureau Manager | <input type="text" value="Yes"/> Yes/No | <input type="text" value="0.05"/> # FTE | <input type="text" value="Both"/> ERF/Lev/Both | Oversees administrative and direct services functions of the HSB |
| Homeless Services Admin and Operations Officer | <input type="text" value="Yes"/> Yes/No | <input type="text" value="0.05"/> # FTE | <input type="text" value="Funded"/> ERF/Lev/Both | Oversees administrative operations with contracting, data, monitoring and fiscal management |
| Homeless Services Program Officer - Field Based Services | <input type="text" value="No"/> Yes/No | <input type="text" value="0.15"/> # FTE | <input type="text" value="Lev"/> ERF/Lev/Both | Will be responsible for overall management of all direct HSB services that are funded and leveraged for the ERF program |

| | | | | |
|---------------------------------|---------------|---------------|------------------------|--|
| Homeless Resources Coordination | Yes Yes/No | 0.25 # FTE | Lev ERF/Lev/Both | Provides coordination with interdepartmental and interjurisdictional outreach. Will provide supervision support for NCS |
| Homeless Outreach Coordinator | No Yes/No | 0.2 # FTE | Lev ERF/Lev/Both | Will oversee outreach services in the encampment area. |
| Senior Homeless Data Analyst | Yes Yes/No | 0.05 # FTE | Both ERF/Lev/Both | Will oversee set up all HMIS programs for ERF, running reports and assisting with data analysis. Also oversees CES staff |
| ERF Coordinator | No Yes/No | 1 # FTE | Funded ERF/Lev/Both | Will oversee and supervise all HSB staff that are funded through ERF. Responsible for NCS operations. |
| Services Components Coordinator | Yes Yes/No | 0.2 # FTE | Both ERF/Lev/Both | This position oversees program development and guidance for program types both HSB and contracted to nonprofits |
| Administrative Analyst III | Yes Yes/No | 0.2 # FTE | Both ERF/Lev/Both | Position is responsible for receiving and processing invoices. |
| Community Program Specialist IV | Yes Yes/No | 0.2 # FTE | Funded ERF/Lev/Both | Responsible for overall ERF budget as well as state reporting |
| RRH Coordinator | No Yes/No | 1 # FTE | Funded ERF/Lev/Both | Will be responsible for management of RRH services associated with the ERF program. |

32. First, describe key partners that will be responsible for implementing this ERF project and achieving the proposal's outcomes (e.g. service providers, public agencies, development entities etc.). Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500-character limit)

The City is the lead service entity for access services within the City of Long Beach operating an access center as well as numerous outreach teams with various approaches and efforts to engage and get people connected with services. The HSB will take lead on all efforts around the outreach and getting people linked with the local CES system. The HSB will also be the lead in operating the NCS both with managing relationships, providing services, coordination of security, and provision of meals. The HSB has a long history of providing outreach services as well as utilizing motels and NCS. Through the pandemic HSB operated multiple PRK and PHK sites as well as isolation and quarantine as well as what was done through the EFR-1&2 projects. HSB is capable of scaling and quickly bringing on new projects which are operated directly. The HSB will contract with a provider for RRH services and has been contracting with agencies for RRH services for over 10 years. The collaboration with the LA County Homeless Initiative is well established and is the responsible party for Measure H funding and works with well-established nonprofits with track records of performing well. It has multiple agencies it contracts with that have over 5 years of experience providing RRH services and showing performance. Leveraged PSH services will be provided through well-established property managers and services providers with significant experience.

33. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000-character limit)

The City of Long Beach is unique as a city level CoC, which is administered by the City. Last year the City of Long Beach was in a proclaimed emergency around homelessness and the need for increased resources and response. All departments were present and involved within the City emergency response efforts and ensuring that we are connecting. Additionally, the HSB convenes an interjurisdictional collaborative to ensure that we are coordinating with County and State entities that have jurisdictions in Long Beach that are being impacted by homelessness. Long Beach has also been engaging the County departments that receive state and federal funds to serve LA County residents to ensure that those services and resources are being aligned and leveraged. The City has an MOU in place with Caltrans for coordination. Recently the City has launched the Homeless Strategy and Partnerships Office within the City Manager's Office to increase interjurisdictional impact and opportunities.

Applicants may upload evidence of cross-jurisdictional collaboration such as MOUs, letters of support, or interagency agreements etc. in the field immediately below.

Optional Upload: Evidence of Cross-Jurisdictional Collaboration

LOS City of LB Round 3 Encampment Resolution Funds.pdf

may-11--2021---city-partnership-with-caltrans.pdf

Signed_AO-23-606 City of Long Beach Interjurisdictional Collaborative Program.pdf

34. Identify any entities that have a right to and/or control of the property upon which the encampment site resides. Describe how applicant has engaged with these entities and confirm that each of these entities has committed to allowing the implementation of this proposal. (1000-character limit)

City of Long Beach, Los Angeles County, and Caltrans, and SoCal Edison all have property that intersect within the encampment zone. The largest property owner with the majority of people residing within the encampment area. HSB and Los Angeles County have a collaborative partnership with agreements around outreach and engagement being done on County property. County leadership is aware of the ERF proposal and supportive as a collaborative entity. Although the project is not on Caltrans property it does go under the freeways and Long Beach has an MOU in place with Caltrans allowing entry onto Caltrans property for service provision and has regular contact with the homelessness coordinator the Caltrans region. SoCal Edison rarely has people within their property as it has power grid infrastructure so it is anticipated that there will be limited engagement within their property

Accelerated Timeline

35. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000-character limit)

Currently the City is providing regular outreach and engagement through its outreach programs and mobile access center to people residing in the encampment zone. There are partners providing street medicine engagement as well as harm reduction services on the riverbed. The County Homeless Initiative has its Pathway Home project currently in operation providing NCS for 20 people that had been residing in a portion of the riverbed. The City is in an exploratory phase of launching a refuse services for a portion of the riverbed area and in the meantime there is an organization providing non-invasive trash collection on the riverbed. The City in partners provide support with distribution of water and food to ensuring that people on the riverbed have access to both.

36. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000-character limit)

If selected the City will quickly increase engagement in the encampment area. A portion of the increased engagement will be working to get as many people further assessed around vulnerabilities as well as length of time homeless to create a by name list that will be incorporated as a special project within our CES. The by name list will be utilized for prioritizing people as resources come online. The City will release solicitations for proposals to get a nonprofit in place to provide the RRH funded resources and will begin engaging motels/hotels where previous interest has been expressed to be able to execute a lease as quickly as possible. As we are close to execution on each service type, we will do matching and begin to prepare prioritized individuals for enrollment within the different program types.

Table 4: Project Timeline

Cal ICH should be able to use the project timeline to understand the general parameters of the project and how it will be implemented.

This Standardized Project Timeline Template will not perfectly capture every nuance - that's Ok. However, applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

Where there is ambiguity, conflict, or silence, use your judgment.

| Date | Milestone | Category | Additional Detail for Milestone |
|------------|---|--------------------|--|
| 10/1/2024 | Begin creation of a By-Name List (BNL) for | People | The BNL will work to identify and understand the needs and histories of people within the encampment and will be utilized for prioritizing both interim and permanent housing resources. |
| 10/1/2024 | Begin negotiations for a motel/hotel lease for non-congregate shelter | Project Management | We will be reaching out to hotels/motels that we have identified having a close amount of beds to 60 that we have been in conversation with previously |
| 10/15/2024 | Ensure any needed procurements or contracting efforts are in action | Project Management | This will be ensuring that a procurement for a rapid rehousing provider as well as any other needed resources and or supports such as food, security, storage and other vital supports |
| 10/31/2024 | Finalize an initial BNL | People | This will be the completion of an initial BNL that we can begin priority for resources. The BNL can be added to as there is any inflow to the encampment area. This initial list will be how we prioritize for initial resources as they come on line. |

| | | | |
|-----------|--|--------------------|---|
| 11/1/2024 | Increasing engagement in the encampment area | Place | Using existing staffing in place will provide additional focus within the encampment area bringing engagement as well as physical and mental health supports in the riverbed and preparing with people for transitions out of the encampment area |
| 12/1/2024 | Finalize a motel/hotel agreement | Project Management | Come to an agreement with a motel/hotel that will be the site for the NCS that can be taken to City Council |
| 1/6/2025 | Begin Occupancy at a leased motel | Place | This will a ramp up period of gaining occupancy and start of a lease up of the motel/hotel for the NCS operations |
| 1/31/2025 | Have a rapid rehousing contract in place | Project Management | There will be a selected rapid rehousing provider that is selected and we will have gone to City Council and executed a contract with the rapid rehousing providing agency. |
| 2/3/2025 | Have full occupancy at leased motel/hotel | People | Ensuring that all motel/hotel rooms are being utilized and that people are being assessed for long term housing plans |

| | | | |
|-----------|---|--------------------|---|
| 2/14/2025 | Getting people enrolled with Rapid Rehousing provider | people | Once the rapid rehousing provider that is contracted with will start to receive referrals and getting people intakes |
| 2/14/2025 | Matching people to set-aside Housing Choice Vouchers | Project Management | We will match people to the HCV vouchers that have been set aside and will begin the process for getting packets together to be able to get the voucher issued as well as getting people linked with a intensive case management program |
| 3/3/2025 | Additional waste removal support and infrastructure repairs | Place | Once we have gotten through an initial push for getting people into interim housing and permanent housing programs will do cleaning of areas where people are no longer are and repair some of the infrastructure that has been impacted. |
| 3/3/2025 | Move people into PHK interim housing program as it opens | People | There will be units that are set-aside to support people experiencing chronic homelessness within the encampment area. |

| | | | |
|------------|---|--------|---|
| 8/1/2025 | Get to half way on permanent housing move in targets | People | Team will assess where we are at with the goal of being half way towards our getting people moved in through rapid rehousing and vouchers and make adjustments as needed. |
| 11/28/2025 | Assessment of how participants are doing in rapid rehousing | People | This will be a point where we are meeting with the rapid rehousing provider to assess who needs to be considered as being bridged to a supportive housing resource |
| 3/31/2026 | Transition planning for NCS participants | People | Will begin transition planning for people that are within the NCS motel/hotel site that is being leased and either push towards finalizing permanent housing or transfer to other shelter resources |
| 6/30/2026 | Finalize NCS operations at motel/hotel lease | Place | This will be the ramp down and return of the motel/hotel to ownership operations. Ensuring transfer for everyone that was within the program. |
| 11/30/2026 | Finalize and rapid rehousing to PSH shifts that need to occur | People | Ensure that we have been able to move people to a higher level of care for those that it has been an indicated need |

| | | | |
|----------|--------------------------------|--------------------|---|
| 3/1/2027 | Sunset rapid rehousing program | Project Management | Ensure all people within the rapid rehousing program have been stabilized and for anyone needing additional care ensuring that there is a plan with a transfer of care. |
|----------|--------------------------------|--------------------|---|

Table 5: Projected Milestones

Answer the following questions in relationship to June 30, 2024. Cal ICH assumes disbursement will occur approximately 3-6 months after June 30, 2024.

Please provide responses in the table below including the month and year. (15-character limit for each cell)

| Outreach to the people residing in the prioritized encampment site began / will begin in mm/yyyy. | This proposal will reach full operating capacity in mm/yyyy. | The first planned exit of a person or household from the prioritized encampment will occur in mm/yyyy. | The last planned exit of a person or household from the prioritized encampment will occur in mm/yyyy. |
|---|--|--|---|
| 10/2024 | 01/2025 | 10/2024 | 10/2026 |

CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

I certify that all information included in this Application is true and accurate to the best of my knowledge.

Name

Paul

Duncan

First

Last

This does not have to be an authorized representative or signatory.

Title

Homeless Services Bureau Manager

Email

paul.duncan@longbeach.gov

| | | ELIGIBLE USE CATEGORY | ~5 WORD DESCRIPTION | NAME OF ENTITY OR PART OF PROPOSAL | | | | ERF-3-R PROPOSED BUDGET | LEVERAGED FISCAL SUPPORT | ~2 SENTENCE DESCRIPTION |
|---------------------------------|---|----------------------------------|---|--|----------------------------|-------------------------|-----------|-------------------------|--|--|
| Guidance and Intended Use | This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your community's official project budget. Any future changes to this budget must be authorized through the change request process. | Use dropdowns. See NOFA, III. A. | Enables Cal ICH to immediately understand the line item. | Enables Cal ICH to associate the line item with specific entities or parts of a proposal. | | | | Only ERF-3-R Funds | Non ERF-3-R Funds That WILL be Used to Support this Proposal | Enables Cal ICH to better understand the line item, context, and / or other pertinent information related to the proposed line item. |
| | | | | | | | | | | |
| PERSONNEL COSTS | | | | | SALARY | FTE | MONTHS | | | |
| | | Services Coordination | Program Manager | Long Beach DHHS | \$ 180,000.00 | 1.00 | 24 | \$ 360,000.00 | \$ - | Cost includes fringe benefits. Position will manage ERF program and implementation across providers and service interventions |
| | | Street Outreach | Outreach Manager | Long Beach DHHS | \$ 20,000.00 | 0.20 | 24 | \$ - | \$ 8,000.00 | Cost includes fringe benefits. Position is leveraged to oversee all City outreach across programs |
| | | Street Outreach | Street Outreach Case Manager | Long Beach DHHS | \$ 120,000.00 | 2.00 | 24 | \$ 240,000.00 | \$ 240,000.00 | Cost includes fringe benefits. Outreach team will provide full time engagement on the riverbed. 1 staff paid through grant and 1 leveraged |
| | | Street Outreach | Harm Reduction / MH Counselors | Long Beach DHHS | \$ 135,000.00 | 1.00 | 24 | \$ - | \$ 270,000.00 | Cost includes fringe benefits. Mental Health Counselor and Substance Use Counselor will provide half their time to this project both in the field and at the interim housing |
| | | Street Outreach | Mobile Access Center Case Management | Long Beach DHHS | \$ 120,000.00 | 0.40 | 24 | \$ - | \$ 96,000.00 | Cost includes fringe benefits. The mobile access center brings services that people can reach out to in the public. Half a day a week will be spent at the riverbed, with 4 staff |
| | | Interim Sheltering | NCS Case Managers | Long Beach DHHS | \$ 120,000.00 | 3.00 | 18 | \$ 540,000.00 | \$ - | Cost includes fringe benefits. Will provide ongoing case management and supports at the non-congregate shelter site at a motel/hotel |
| | | Interim Sheltering | On-Call Support for After Hours | Long Beach DHHS | \$ 30,000.00 | | 18 | \$ 30,000.00 | \$ - | Supervisory staff within Long Beach DHHS provide on-call standby support for any issues that come up and are able to respon to issues that come up on site. |
| | | Rapid Rehousing | Program Manager | Nonprofit TBD | \$ 116,000.00 | 1.00 | 24 | \$ 232,000.00 | \$ - | Cost includes fringe benefits. Position will oversee rapid rehousing program specifically serving people from the riverbed |
| | | Rapid Rehousing | RRH Case Managers | Nonprofit TBD | \$ 80,000.00 | 4.00 | 24 | \$ 560,000.00 | \$ 80,000.00 | Cost includes fringe benefits. Case management staff that will provide ongoing supportive services to people while enrolled in RRH. Match coming from local funds |
| | | Operating Subsidies | Intensive Case Management Services Attached to Housing Authority Vouchers | PATH, Illumination Foundation, Mental Health America of Los Angeles, Family Promis of Southbay | \$ 110,000.00 | 1.50 | 24 | \$ - | \$ 330,000.00 | This will be prioritized through existing ICMS contracts with the listed nonprofits. They are contracted at a rate per slot of \$5,500 per person served over the year which includes operational and admin costs associated with this service. |
| Subtotal - Personnel Costs | | | | | 1,031,000.00 | 14.10 | 228.00 | \$ 1,962,000.00 | \$ 1,024,000.00 | |
| NON-PERSONNEL COSTS | | | | | UNIT | RATE | TIME | | | |
| | | Interim Sheltering | Motel Vouchers / Lease | Long Beach DHHS | 60 Rooms | \$120 per night | 18 Months | \$ 4,599,000.00 | \$ - | Execute a lease with a motel/hotel provider to provide 60 rooms for NCS |
| | | Interim Sheltering | NCS Motel Operations | Los Angeles County HI | 20 Rooms | | 12 months | \$ - | \$ 2,200,000.00 | This is a coordianted project with the Los Angeles County Homeless Initiative serving the encampment. This line includes staffing and services provided by nonprofit HOPICS, motel lease, and operational costs over the period. |
| | | Interim Sheltering | PHK Units for Chronically Homeless | Long Beach DHHS | 15 Rooms | \$10 per day | 24 months | \$ - | \$ 109,500.00 | Will be prioritized to the 15 people who have experience homelessness for the longest period on the LA Riverbed. Costs cover utilities and maintenance cost for the site |
| | | Interim Sheltering | PHK Units operational for | First To Serve | 15 Rooms | \$80 per day | | \$ - | \$ 876,000.00 | Will be prioritized to the 15 people who have experience homelessness for the longest period on the LA Riverbed. Costs cover services, food and operations at the motel site. |
| | | Interim Sheltering | Food Costs for LB DHHS Site | LB DHHS - Everytable | 120 meals per day | \$18 per person per day | 18 months | \$ 1,182,600.00 | \$ - | 2 pre-packaged per day for program participants |
| | | Interim Sheltering | Security Costs for LB DHHS Site | LB DHHS - Security Vendor | 7.4 Guards | \$28 per hour | 18 Months | \$ 646,464.00 | \$ - | 1 Guard while Case Management staff are onsite and 2 when case management staff are not on site. |
| | | Interim Sheltering | Supply costs at interim shelter program | LB DHHS - Vendors | 60 rooms | \$2 per day | 18 Months | \$ 65,700.00 | \$ - | This line item includes office supplies, cleaning products, and other office equipment and supplies needed for shelter operations |
| | | Interim Sheltering | Transportation | LB DHHS - Metro & Yellow Cab | 60 rooms | \$2 per day | 18 Months | \$ 65,700.00 | \$ 65,700.00 | Transportation will be provided to health and housing appointments and searches. Will be combination of outside transportation and transportation covered by LB DHHS staff which will be the leverage portion |
| | | Rapid Rehousing | Financial Assistance | Nonprofit TBD | Serving 100 people | \$22,000 per person | 24 months | \$ 1,870,000.00 | \$ 330,000.00 | Financial assistance is meant to be flexible to cover costs associated with moving into and maintaining an apartment. Includes: security deposits, utility deposits, rental payments, utility payments, application fees, and limited furniture assistance. Match from local funds |
| | | Operating Subsidies | Matched vouchers through housing authority | Long Beach Housing Authority | 30 vouchers | \$20,400 per year | 24 months | \$ - | \$ 1,290,000.00 | This is an estimated housing assistance portion from the Long Beach Housing Authority in addition to one time move in cost support for security deposits. Budget reflects 24 months but people will have their HCV's indefinitely past the time frame of the ERF project |
| | | Services Coordination | Storage Rental Fees | LB-DHHS - Vendor | 15 units | \$200 per month | 18 months | \$ 54,000.00 | \$ - | In the encampment area there are a number of people with a significant amount of possessions that exceed the City's current ability to store items. This is meant to reduce the barriers for anyone to accessing interim or permanent housing. |
| | | Systems Support | HMIS Licenses costs and data support | LB DHHS | 10 new licenses & supports | \$40,000 per year | 24 months | \$ 80,000.00 | \$ - | This includes additional licenses for HMIS to ensure data entry for services being added as well as support with project set-up and running reports |
| Subtotal - Non-Personnel Costs | | | | | | | | \$ 8,563,464.00 | \$ 4,871,200.00 | |
| ADMINISTRATIVE COSTS | | | | | | | | | | |
| | | Administrative Costs | Administrative support for ERF Grant | LB DHHS | | | | \$ 526,273.20 | \$ 376,525.28 | Administrative support rate at 5% of overall grant, other leveraged administrative funds are 8% of other projects plus an additional 2% matched from City general funds |
| | | Administrative Costs | Administrative support for direct services | First to Serve | | | | \$ - | \$ 87,600.00 | 10% administrative costs associated with PHK service provider contract |
| Subtotal - Administrative Costs | | | | | | | | \$ 526,273.20 | \$ 464,125.28 | |
| TOTAL BUDGET | | | | | | | | \$ 11,051,737.20 | \$ 6,359,325.28 | |



BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

822 KENNETH HAHN HALL OF ADMINISTRATION/ LOS ANGELES, CALIFORNIA 90012
Telephone (213) 974-4444 / FAX (213) 229-3676

JANICE HAHN

Board of Supervisors

June 27, 2024

California Interagency Council on Homelessness
801 Capitol Mall
Suite 601
Sacramento, CA 95814

Re: Encampment Resolution Funding (ERF) Program Round 3 – City of Long Beach

Dear Secretary Moss,

I write in strong support for the City of Long Beach's (City) application to the California Interagency Council on Homelessness (Cal ICH) for Round 3 of the Encampment Resolution Funding (ERF) Program. If awarded this funding, this project will build upon existing collaborative efforts to an encampment resolution approach on a portion of the Los Angeles (LA) Riverbed in Long Beach.

The City of Long Beach is requesting \$10 million in funding for encampment resolution along the LA Riverbed. There are numerous encampments along the LA River that have long been challenging for the City of Long Beach and County of Los Angeles. The conditions for these encampments along the LA River are unacceptable — both for the people living in tents and makeshift shelters and the community at large. The proposed program will place a focus on people living in the riverbeds and bring them into to safe housing, where they will receive supportive services and other resources that will enable them to transition out of homelessness and into permanent housing.

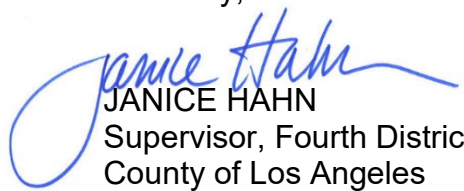
Along with the Los Angeles County Homeless Initiative, I have worked with the City of Long Beach to bring people living on along the riverbed into housing and seen firsthand how successful and transformative program is for the unhoused community. This proposed project includes a master lease of a motel for an 18-month period to provide non-congregate shelter for 60 people. The funding also assists with operational support at the motel, including security, meals, and maintenance. In addition, there will also be outreach and case management support along the riverbed for the duration of the encampment resolution efforts.

The City will also prioritize fifteen rooms through their second Homekey Program site at the former Luxury Inn, which is on-track to open in early 2025. The City will set-aside vouchers from the Long Beach Housing Authority and prioritize 20 slots for people within the program to ensure that a quick and effective placement into permanent supportive housing.

Partnership with the City of Long Beach is essential to combat the homelessness crisis in the region and I applaud their willingness to embrace a thoughtful solution. Thank you for

considering the City's application for funding and please to reach out to me if you have any questions.


Sincerely,



JANICE HAHN
Supervisor, Fourth District
County of Los Angeles

Date: May 11, 2021

To: Mayor and Members of the City Council

From: Thomas B. Modica, City Manager 

Subject: **City Partnership with the California Department of Transportation**

At its November 17, 2020 meeting, the City Council directed City Manager and all appropriate departments to seek approval, access and reimbursement from Caltrans and all other appropriate agencies so that the City can perform needed maintenance and cleanup of State transportation rights-of-way in the most efficient, cost effective, and expeditious way possible. This memorandum provides a response to this request.

The City of Long Beach (City) has been working closely with the California Department of Transportation (Caltrans) to encourage collaborative efforts to clean State rights-of-way, freeway onramps, and other State property that crosses jurisdictional lines throughout Long Beach. Like many agencies across the country, Caltrans experienced significant impacts to their resources due to the COVID-19 pandemic, which contributed significantly to the decrease in cleanup activity, starting in 2019 and continuing through today. This decrease in resources has exacerbated public health and safety concerns as the trash, debris, and homeless encampments have grown exponentially since the beginning of the pandemic.

Caltrans Interim Guidance and Prioritization

In March 2020, the Center for Disease Control (CDC) issued interim guidance on how to address sheltered and unsheltered homelessness during this time of crisis. This interim guidance released by the CDC was intended to support the response to COVID-19 by local and State health departments, homelessness service systems, housing authorities, emergency planners, healthcare facilities, and homeless outreach services. This guidance was developed from the premise that the risk of spread and transmission of COVID-19 is decreased when sleeping outside compared to a congregate setting, because sleeping outside allows for increased physical distancing. However, this guidance does not mitigate the risk of other environmental factors and/or public health and safety concerns that exist from living outside. Shortly after the CDC guidance was released, Caltrans developed their own interim guidance using the CDC guidelines, intended to assist Caltrans employees, California Highway Patrol (CHP) officers, and local partners to prioritize and address encampments on Caltrans-owned property through a focused lens on safety.

Multiple agencies, including the City, had to adjust cleanup and outreach efforts to follow the Caltrans recommendations, which has resulted in fewer encampment cleanups over this period. While Caltrans does not provide social services and engagement directly to people experiencing homelessness, they do look to collaborate with local partners to help connect people to critical services and housing solutions, coordinate cleaning of trash and debris from encampment sites, respond to emergencies at encampments to inspect for potential damage to Caltrans infrastructure, and restore and maintain their property where possible. Caltrans

developed a tiered approach to prioritize the level of attention given to growing encampments located on their property. Priority levels range from Tier 1 (highest priority), when encampments pose imminent threats to safety or infrastructure and must be immediately resolved, to Tier 4 (lowest priority), where staff work with local partners to distribute trash bags and sharps containers to encampment occupants and schedule trash collection. For Tiers 1 and 2, Caltrans must work with local partners and experts on homelessness to develop a relocation strategy and plan for securing the encampment site once it is cleared. To reach the point where an encampment is removed, Caltrans requires that the encampment be found to have significant public health and safety impacts to people experiencing homelessness. The City has requested removal of several encampments based on potential traffic hazards, criminal activity, fire activity, or general safety and cleanliness concerns. Caltrans is required to meet their State policy standards before an encampment can be addressed. Long Beach has also advocated that Caltrans, at the State level, revisit this policy, as the circumstances regarding the COVID-19 pandemic has changed, the vaccine is now available to all, and Long Beach has actively offered vaccine to our population experiencing homelessness and the risk of transmission at communal shelters is significantly lower than in the past.

City Partnership with Caltrans District 7 Region

The City has been working in partnership with local, regional, and State partners to address homeless-related issues over the last several years. In 2018, Los Angeles County Supervisorial District IV funded a program to create an interjurisdictional approach to addressing homelessness in areas of overlapping jurisdictions, specifically in Long Beach. The Interjurisdictional Collaborative (IJC) is made up of the Long Beach Interdepartmental Team, Los Angeles County Public Works, Union Pacific Railroad, Compton Sheriff's Department, Supervisor Hahn's Homeless Services team, Southern California Edison, Port of Long Beach, private property owners and, of course, Caltrans. As mentioned earlier, during the COVID-19 emergency response, challenges arose in how to appropriately address the growing encampments across jurisdictions. Though teams on the ground were still meeting within the IJC, they found themselves at a standstill due to the conflicting guidance and mandates that were quickly changing within the COVID-19 emergency efforts. To address these challenges, the City Manager and his leadership team began to meet monthly with the Caltrans District 7 Director and his staff to prioritize the need for ongoing maintenance, cleanups, and outreach along State property located in Long Beach.

The following list of ongoing actions were agreed upon in the initial meeting between the City Manager and the Caltrans District 7 Director:

- A cleanup and outreach priority list will be updated regularly by the IJC.
- Dates will be set monthly for 1 to 3 of the listed priority locations to be addressed in a coordinated approach by the IJC.
- Regular updates will be given to the Long Beach leadership team from Caltrans regarding cleanups and scheduling.
- Clean up efforts and/or planning will be done monthly by the collaborative team.
- The City provided a map to the Caltrans team of the small areas within Caltrans jurisdiction that the City can address immediately.

- Caltrans shared their interim guidelines with the City team and discussed for clarity and understanding.
- City Manager and Caltrans District 7 Director will continue to meet regularly to build a partnership going forward.
- Both jurisdictions continue to work with State and federal legislative offices to develop policy and increase resources.
- Long Beach is in the process of establishing a Letter of Consent/Memorandum of Understanding with Caltrans to allow Long Beach Outreach teams from the Health Department Homeless Services Division to provide outreach and support to people experiencing homelessness on Caltrans property. Outreach services include disseminating health education materials, providing and assisting clients with community referrals, resources, and linkages to services, connection to shelters/housing, relocation assistance, COVID-19 screening and testing, and assessing encampments for safety. Access to Caltrans property will also expand work for the Department of Public Works (Clean Team) who will support with cleanup efforts.

City management has also had discussions with Caltrans about the financial impact to the City if the City has to engage in work that Caltrans is not appropriately resourced to do. During this interim period to help resolve community complaints, the City has stepped in and done work usually performed by Caltrans, using City crews and at City cost. Each cleanup costs several thousand dollars, for labor, vehicles, and trash disposal fees. Per the City Council direction, initial discussions were conducted about the City performing the work and billing Caltrans; however, it was clear that Caltrans does not have the financial resources to pay the City and that City work would likely go unreimbursed. Instead, City staff have taken a more collaborative approach, facilitated with the new influx of potential federal American Rescue Plan Act (ARPA) funds, to supplement Caltrans work through those funds. The City is also making it a top legislative priority to request additional funding for Caltrans, similar to how Long Beach is using ARPA funds, so they can be a better resource. Additional research continues on other programs Caltrans has to address homelessness, such as programs in Northern California and Fresno to keep medians clear of encampments. Caltrans, while continuing to be under-resourced, has responded positively to the City's efforts to assist and coordinate, and we have noticed a distinct improvement in activity in the Long Beach area and cleanup activity.

In the initial discussion, priority areas where people experiencing homelessness were generating trash/debris were identified as "hot spot" locations that required immediate attention. Some of the hot spots are listed below, but please note that this list is not exhaustive. Some of these locations have been addressed, while others are still a work in progress:

- I-405 at Lakewood Boulevard south exit
- Walnut Avenue at I-405
- Cherry Avenue at I-405
- I-405 South at Woodruff Avenue on/off ramps south of freeway along soundwall
- Lakewood Boulevard north of Willow Street – behind Holiday Inn
- Willow Street east of Lakewood Boulevard – under I-405
- 710 transition to 91 West at 67th Street and Coachella Avenue

- I-405 South between California Avenue and Orange Avenue
- 1500 West Wardlow Road

State Delegation Efforts

To improve interjurisdictional coordination, the City has also engaged legislative delegation offices at the County and State level. Representatives from the offices of County Supervisor Janice Hahn, State Senator Lena Gonzalez, and State Assemblymember Patrick O'Donnell have participated in numerous meetings between the City and Caltrans. This approach with the City's delegation has helped to address challenges regarding coordinated cleanups on State property and elevating hot spot locations.

The City has also registered support for Senate Bill (SB) 635, authored by Senator Gonzalez, which would require Caltrans to collaborate with the Office of the Inspector General and relevant health, State, and local agencies to conduct a study recommending ways to improve coordination of cleanups on State rights-of-way. The review proposed by SB 635 would help to advance the City's priorities to better coordinate between Caltrans and our regional partners, as well as address other barriers to roadside cleanups.

Next Steps

City leadership and the IJC recognize the urgency to continue to connect people to permanent housing solutions, while simultaneously addressing cleanliness issues across the City. The priority is to move as efficiently as possible to engage people into services and housing options while also addressing the public health and safety concerns that arise from living in encampments in areas not meant for habitation. This continues to be an all hands-on-deck effort while finding common ground and understanding about what is needed to push toward a common goal. The IJC will continue to work together to identify outreach and cleanup priority locations while following all protocols as appropriate. The City will also finalize the Letter of Consent/MOU to solidify the ongoing partnership with Caltrans to keep moving this work forward and prioritizing locations for cleanup throughout the City. At an upcoming City Council meeting, staff will be seeking authorization to execute the Letter of Consent/MOU that is being developed with Caltrans.

Fiscal Impact

On March 16, 2021, the City adopted the Long Beach Recovery Act (LBRA) to advance economic recovery and public health in response to the COVID-19 pandemic. Included in the LBRA is \$5 million to support increased staffing and resources to coordinate with Caltrans and regional partners to conduct cleanups at City, County, and State property in Long Beach. These funds are needed to cover the additional costs necessary to maintain Long Beach as clean as possible and to continue our partnership with Caltrans and other agencies. The increased workload associated with dealing with an increased number of people experiencing homelessness and the additional trash generated as a result of the pandemic is substantial and requires funding support beyond typical levels. Staff are preparing a follow-up memorandum that outlines the plan for the \$5 million to support the City's enhanced Clean City Initiative over the next few years, and will include enhanced support for our Commercial

Corridor Improvement Program. Funds will be allocated to support various services including, but not limited to, litter abatement, illegal dumping servicing, graffiti abatement, weekend cleanups, and pressure washing targeted rights-of-way areas. Our deep cleaning events will also be doubled and allow staff to schedule two major deep cleaning events a week instead of just one. Additional details on the enhanced services funded by federal funds will be provided in a separate memorandum.

If you have any questions regarding this matter, please feel free to contact Deputy City Manager Teresa Chandler at (562) 570-5116 or Teresa.Chandler@longbeach.gov.

CC: CHARLES PARKIN, CITY ATTORNEY
DOUGLAS P. HAUBERT, CITY PROSECUTOR
LAURA L. DOUD, CITY AUDITOR
KEVIN JACKSON, DEPUTY CITY MANAGER
TERESA CHANDLER, DEPUTY CITY MANAGER
REBECCA G. GARNER, ADMINISTRATIVE DEPUTY CITY MANAGER
ANDREW CHANG, ASSISTANT TO THE CITY MANAGER
MONIQUE DE LA GARZA, CITY CLERK (REF. FILE #[20-1144](#))
DEPARTMENT HEADS



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LONG BEACH

FOR

INTERJURISDICTIONAL COLLABORATIVE PROGRAM

CONTRACT NUMBER: AO-23-606

CONTRACT FOR HOMELESS SERVICES CONTRACT NUMBER AO-23-606

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- B Pricing Schedule
- C County's Administration
- D Contractor's Administration
- E Contractor Acknowledgement and Confidentiality Agreement
- F Safely Surrendered Baby Law
- G Certificate of Compliance

**CONTRACT BETWEEN COUNTY OF LOS ANGELES AND CITY OF LONG
BEACH**

FOR

INTERJURISDICTIONAL COLLABORATIVE PROGRAM

This Contract ("Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County", and **CITY OF LONG BEACH**, hereinafter referred to as "Contractor," for Contractor's Interjurisdictional Collaborative Program for encampment resolutions.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on June 27, 2022, the County Board of Supervisors (Board) waived the sole source policy, unless otherwise ordered by the Board or required by law, and authorized the Chief Executive Officer, or her designee, to prepare and execute agreements and any and all amendments that support homeless programs within the County with the following parameters: (1) the agreement implements or supports administration of any Board-approved Homeless Initiative Strategy, (2) funds have been approved by the Board or by a Board office in its County Homeless Prevention Initiative – Homeless Services Funds, (3) the agreement, including all amendments, shall not exceed \$250,000, and (4) the agreement and all amendments are approved, as to form, by the Acting County Counsel; and

WHEREAS, pursuant to Government Code section 26227, the Board may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, the Contractor will facilitate the Interjurisdictional Collaborative Program to prevent and combat homelessness regionally; and

WHEREAS, the County's Fourth District will provide up to a maximum of **\$150,000** in Homeless Services Funds to fund this contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

9 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - County's Administration
- 1.4 Exhibit D - Contractor's Administration
- 1.5 Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
- 1.6 Exhibit F - Safely Surrendered Baby Law
- 1.7 Exhibit G - Certificate of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one (1) year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for an additional 12-month period, for up to an additional four (4) years. Each such extension option shall be exercised at the sole discretion of the Chief Executive Officer, or her designee as authorized by the Board of Supervisors.

5 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Amount of this Contract shall be as set forth in Exhibit B (Pricing Schedule) for the term of this Contract as set forth Paragraph 4.0 – Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit C (County's Administration).

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service and sent electronically to: HIAdmin@ceo.lacounty.gov

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

- 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is

not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for

all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.
- 8.1.2 For any change which does not materially affect the statement of work, or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.
- 8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.
- 8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions to the term of this Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of

pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and

void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 © (1) through 2000 © (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand

dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a longstanding practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing

Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to

the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters and regulations, should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations, and should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority to the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business

integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after

debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information and posters for printing

are available at <https://lacounty.gov/residents/family-services/childsafety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support

Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their courtordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate the contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to

those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if

applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or

relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy

expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to: HIAdmin@ceo.lacounty.gov

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

9.1.1 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising

out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.1.1 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources

of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute

any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance

of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for

liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited

from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.3 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.4 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.5 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.28.6 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.7 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.8 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.9 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.10 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the antidiscrimination provisions of this Contract.
- 8.28.11 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole

option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.1 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C(County's Administration) and D(Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.1 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection Audit Settlement) of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any

such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

9.1 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform

any work hereunder, contractor shall ensure delivery of all such documents to: HIAdmin@ceo.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit

Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the

fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default

under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor/Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#) .

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The ["Nonprofit Integrity Act of 2004" \(SB 1262, Chapter 919\)](#) increased

Charitable Purposes Act requirements. By requiring Contractors to complete the Certificate of Compliance, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES


By  for _____
FESIA A. DAVENPORT Date
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Senior Deputy County Counsel

City of Long Beach

APPROVED AS TO FORM
9-12, 20 23
DAWN MCINTOSH, City Attorney
By 
ANITA LAKHANI
DEPUTY CITY ATTORNEY

By 

Print Name Thomas B. Modica

Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

STATEMENT OF WORK

**CITY OF LONG BEACH INTERJURISDICTIONAL COLLABORATIVE
PROGRAM**

The following outlines the Statement of Work for the City of Long Beach (City) and its Interjurisdictional Collaborative Program (IJC or Program) for encampment resolutions.

The Program will increase the City's capacity to address homelessness and its impact in a systematic and sustainable manner. It will incorporate multiple departments within the City and the County of Los Angeles (County) to expand and enhance the expertise in responding to street homelessness. Staff from the Homeless Services Bureau (HSB) within the City's Department of Health and Human Services (DHHS) will liaise with various programs, including the County and relevant entities. The City's Public Works Department; Parks, Recreation and Marine; and the City Attorney's office will also be part of the IJC; coordination among these entities will continue to build and refine best practices standards for reducing the impacts of street homelessness.

An Interjurisdictional Liaison (IJL) from DHHS will collaborate on outreach-related activities among various City departments and outside agencies. Collaborating entities will include the following: HSB outreach staff, Restorative Engagement to Achieve Collective Health (REACH) Team, Long Beach Police Department (LBPd)-Quality of Life (QoL) and Mental Evaluation teams, LBPd Metro Section, Long Beach Fire Department (LBFD), and other relevant entities. The IJL will also work with the County and other partners to post and communicate notices in encampments to advise of pending encampment resolutions, outreach, and other encampment resolution efforts to reduce violation of protocols.

Funding provided through this Agreement will support the Program with:

- 100% full-time equivalent (FTE) Interjurisdictional Liaison
- 20% FTE DHHS Homeless Resource Coordinator
- Office and Program Supplies
- DHHS Administrative Costs

Program Goals and Objectives

1. **Goal:** Coordinate encampment clean-up activities across multi-jurisdictional entities and have established shared protocols.

Objectives:

- a. Improve communication and understanding between the City, County, State, and private entities for coordination and delivery of services, as well as minimize redundancies and duplication of effort.
 - b. The IJL and Homeless Resource Coordinator (HRC) will establish a mechanism for progress reports by reporting entities to Interjurisdictional lead.
 - c. HRC to improve communication with the City Manager's Office and City Council district offices (9 Council offices, 1 Mayor's office) to provide updates, and respond to requests regarding clean-up operations.
 - d. Liaise with County and City entities to ensure compliance with protocols for encampment resolutions and other activities.
 - e. Increase understanding of outside agency protocols and operations.
2. **Goal:** Train LBPD officers in non-traditional approaches when contacting and addressing QoL issues for persons experiencing homelessness, while increasing capacity for assistance.

Objectives:

- a. The IJL and HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness. Training is contingent upon a request from LBPD when an academy class is complete.
 - b. Training is conducted in the presence of LBPD and HSB outreach workers during engagement operations throughout the year.
 - c. The IJL will collaborate with Quality of Life (QoL) Police officers, DHHS, and other City departments. Collaboration with QoL will consist of outreach, coordination meetings, encampment resolutions, referrals to services at the Multi Service Center, transportation for services at the Multi Service Center.
 - d. The IJL will collaborate with HSB outreach staff and QoL units to maximize the area served, people contacted, and people transported to services.
3. **Goal:** Continue to implement best practices as it relates to outreach and engagement activities to increase the likelihood of a person experiencing homelessness to accept services.

Objectives:

- a. Increase participation in services, the number of referrals accepted, and linkages to services.
- b. The IJC to effectively plan and implement new protocols and procedures into its operations for addressing the impacts of homelessness.

- c. Assist HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD and DHHS personnel to review and monitor goals and objectives of the Program.
- d. IJL will serve as the liaison for Program activities with entities that work with people who are experiencing homelessness including Metro Teams; County's Department of Public Works, County's Sheriff's Department, the California Department of Transportation (Caltrans), LBFD, City's Public Works Department, City's Parks, Recreation and Marine, and City Attorney's Office, etc.

Staffing Responsibilities

The City has identified staff to oversee this interjurisdictional coordination and the activities delineated for this Program.

Direct Service Staffing

1. Homeless Resource Coordinator (DHHS) (0.20 FTE)
 - Provides coordination for the IJC.
 - HRC to improve communication with the City Manager's Office and legislative contacts providing oversight of County clean-up operations.
 - Provides coordination for twice monthly outreach work meeting.
 - Coordinates research linkage and data collection for program.
 - Collects data from partners on a weekly basis.
 - Enters and analyzes the universal data points.
 - Produces reports for all partners on outreach work when requested. Homeless Resource Coordinator (HRC) will establish a mechanism for progress reports by reporting entities to Interjurisdictional lead.
 - Works with Homeless Management Information System (HMIS) Coordinator to write individual reports when requested.
 - Coordinates with LBPD Command staff for IJL activities.
 - HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness.
 - HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD, and DHHS personnel to review and monitor goals and objectives of the Program.
2. Interjurisdictional Liaison (IJL) (1.0 FTE):
 - Liaise with the interjurisdictional collaborative as the point of contact among entities that include the Interdepartmental Team workgroup, County's Department of Public Works, Caltrans, Southern California Edison, and County's Sheriff's Department - Homeless Outreach Services Team (for outreach, engagement, and encampment resolution efforts in the Long Beach area where overlapping jurisdictions occur).

- Liaison with other programs that involve activities with people who are experiencing street homelessness.
- Provides assistance to IJC members, including DHHS, REACH, Public Works, Parks, Recreation and Marine, and LBPD Divisions, to ensure an effective response to homelessness.
- Works directly with the HSB to develop training for all coordinating partners, attend community education on street homelessness, and assist the HRC in facilitating outreach work group meetings on a rotating basis.
- Assists in the collection of centralized data regarding homelessness on behalf of LBPD and DHHS to be shared with the IJC, Interdepartmental team and regional partners.
- Assist HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD and DHHS personnel to review and monitor goals and objectives of the Program.
- The IJL and HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness. The IJL will liaison with the DHHS Street Outreach Coordinator and Resources Coordinator to assist with referrals and shelter placement and access to basic services for individuals encountered by LBPD officers.
- Assist DHHS and QoL with weekend outreach activities as well as other County pilot programs while funding is available.

Coordinating entities:

1. Law Enforcement Assisted Diversion
2. Priority Access Diversion: justice system diversion program.
3. LBPD Metro Section: Quality of Life officers on the Metro system.
4. Long Beach Homeless Court

Performance Metrics/Deliverables

1. A Memorandum of Understanding (MOU) between the City of Long Beach, County, and Caltrans will be executed. The MOU will outline jurisdictional collaboration for encampment resolution efforts. The MOU will ensure coordination of encampment resolutions efforts and outreach and engagement with people experiencing homelessness. **Due Date, November 30, 2023.**
2. A minimum of 12 LBPD QoL officers who have been trained in non-traditional approaches when contacting and addressing issues for persons experiencing homelessness will participate in outreach engagement with HSB outreach workers, to increase capacity for assistance and enhance access to services. **Due Date, Prior to contract term end date.**
3. A minimum of six IJC meetings will be held during the term of the contract with the team to implement and monitor protocols and outreach activities to enhance

access to services and interjurisdictional coordination. **Due Date, Prior to contract term end date.**

4. Quarterly reports will be submitted along with the invoices, that will include
 - a. information on meetings,
 - b. number of officers trained, and
 - c. information on the outcomes of the encampment resolutions.

SCHEDULE

CITY OF LONG BEACH INTERJURISDICTIONAL
COLLABORATIVE PROGRAM

Total Maximum Contract Sum Not to Exceed: \$150,000

| PERSONNEL | Hourly Rate | Budget |
|--|-------------|------------------|
| Interjurisdictional Liaison (1.0 FTE) | \$55.08 | \$65,000 |
| Homeless Resource Coordinator (0.20 FTE) | \$32.26 | \$24,000 |
| Subtotal Salaries | | \$89,000 |
| Full Time DHHS Employee Benefits @ 62% | | \$55,180 |
| Total Salary and Employee Benefits | | \$144,180 |
| OPERATIONS | | |
| Office & Program Supplies | | \$500 |
| Total Operations | | \$500 |
| DHHS ADMINISTRATIVE COSTS | | |
| Administrative Costs | | \$5,320 |
| Total Administrative Costs | | \$5,320 |
| MAXIMUM NOT-TO-EXCEED-CONTRACT COST/SET FEE | | \$150,000 |

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment or change notice is not required for changes within line items and/or categories, not to exceed the maximum contract amount.

EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACT NO. AO-23-606

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez
Title: Manager, CEO
Address: 500 W. Temple St., Room 493 Los Angeles, CA 90012

COUNTY PROJECT MANAGER:

Name: Rowena Magana
Title: Principal Analyst
Address: 500 W. Temple St., Room 493 Los Angeles, CA 90012
E-Mail Address: rmagana@ceo.lacounty.gov and hiadmin@ceo.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACT NO: AO-23-606****CONTRACTOR'S PROJECT MANAGER:**

Name: Joel Reynoza
Title: Homeless Resource Coordinator
Address: 1301 W. 12th Street., Long Beach, CA 90813
E-Mail Address: Joel.Reynoza@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas B. Modica
Title: City Manager
Address: 411 W. Ocean Blvd., 10th floor, Long Beach, CA 90802
E-Mail Address: Tom.Modica@longbeach.gov

Notices to Contractor shall be sent to the following:

Name: Jeffrey Proctor
Title: Administrative Operations Officer
Address: 333 W. Broadway Suite 216, Long Beach, CA 90802
E-Mail Address: Jeffrey.Proctor@longbeach.gov

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME City of Long Beach Contract
No. AO-23-606

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and

Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Linda J. Jaturon
DATE: 9 / 13 / 2023

PRINTED NAME: Thomas B. Modica

POSITION: City Manager

APPROVED AS TO FORM
9-12, 2023
DAWN MCINTOSH, City Attorney
By AL
ANITA LAKHANI
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CERTIFICATE OF COMPLIANCE

| TITLE | | REFERENCE | CERTIFICATIONS |
|-------|---|---|--|
| 1 | Compliance with Fair Chance Employment Hiring Practices Certification | Board Policy 5.250 | Certifies Compliance <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | Contractor's Charitable Activities Compliance | Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) | Certifies Compliance <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

SIGNATURE:

Thomas B. Modica
 DATE: 09 / 13 / 2023

PRINTED NAME: Thomas B. ModicaPOSITION: City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM
9-12, 20 23
 DAWN MCINTOSH, City Attorney
 By *ANITA LAKHANI*
 ANITA LAKHANI
 DEPUTY CITY ATTORNEY

Below is a map indicating the encampment area for the proposed Encampment Resolution Project as well as an arial view the proposed encampment area.

