



1 shall prepare invoices and submit them to City for payment. Organization shall  
2 attach documentation to each invoice that evidences the amount expended as  
3 shown on the invoice. Documentation shall include copies of cancelled checks and  
4 other documents supporting the charges in the invoices. Invoices shall show units  
5 of service and costs identified in Attachment "A". Failure to submit an invoice and  
6 its accompanying documentation may result in late payment from the City. City  
7 reserves the right to refuse payment of an invoice received sixty (60) days after the  
8 end of the Contract period.

9 B. City shall pay to Organization the amounts specified in  
10 Attachment "A" for the categories, criteria and rates established in that Attachment.  
11 Organization may, with the prior written approval of the Director of City's Department  
12 of Health and Human Services, or his designee, make adjustments within and  
13 among the categories of expenditures in Attachment "A" and modify the  
14 performance to be rendered hereunder stated in that Attachment provided,  
15 however, that such adjustment in expenditures shall not cause the amount of the  
16 total budget stated in that Attachment to be exceeded.

17 2. TERM. The term of this Agreement shall commence at midnight on  
18 January 16, 2018, and shall terminate at 11:59 p.m. on September 30, 2018, unless sooner  
19 terminated as provided in this Agreement, or unless the services or the Project is  
20 completed sooner.

21 3. AUDIT.

22 A. Organization's records relating to the performance of this  
23 Contract shall be kept in accordance with generally accepted accounting principles  
24 and in the manner prescribed by City. Organization's records shall be current and  
25 complete. City shall have the right to examine, copy, inspect, extract from, and audit  
26 financial and other records related, directly or indirectly, to this Contract during  
27 Organization's normal business hours. If examination of these financial and other  
28 records by City reveals that Organization has not used these grant funds for the

1 purposes and on the conditions stated in this Contract, then Organization  
2 covenants, agrees to and shall immediately repay all or that portion of the grant  
3 funds which were improperly used. If Organization is unable to repay all or that  
4 portion of the grant funds, then City will terminate all activities of Organization under  
5 this Contract and pursue appropriate legal action to collect the funds.

6 B. In addition, Organization shall provide any information that the  
7 City Auditor and other City representatives require in order to monitor and evaluate  
8 Organization's performance hereunder. Organization shall provide all reports,  
9 documents or information requested by City within three (3) days after receipt of a  
10 written or oral request from a City representative, unless a longer period of time is  
11 otherwise expressly stated by said representative.

12 C. Within fifteen (15) days after the end of each quarter in which  
13 Organization provided services, Organization shall submit performance reports  
14 certified by one of Organization's officers or its Executive Director identifying the  
15 services performed.

16 4. NONDISCRIMINATION.

17 A. In the performance of this Contract, Organization shall not  
18 discriminate against any employee, applicant for employment or service, or  
19 subcontractor because of race, color, religion, national origin, sex, sexual  
20 orientation, gender identity, AIDS, AIDS related condition, age, disability, handicap,  
21 or Vietnam Era veteran status. Organization shall take affirmative action to assure  
22 that applicants are employed or served, and that employees and applicants are  
23 treated during employment or services without regard to these categories. Such  
24 action shall include but not be limited to the following: employment, upgrading,  
25 demotion or transfer; recruitment or recruitment advertising; lay-off or termination;  
26 rates of pay or other forms of compensation; and selection for training, including  
27 apprenticeship.

28 B. Organization shall permit access by City or any other agency

1 of the county, state or federal governments to Organization's records of  
2 employment, employment advertisements, application forms and other pertinent  
3 data and records for the purpose of investigation to ascertain compliance with the  
4 fair employment practices provisions of this Contract.

5 5. INDEPENDENT CONTRACTOR.

6 A. In performing services hereunder, Organization is and shall act  
7 as an independent contractor and not as an employee, representative, or agent of  
8 City. Organization's obligations to and authority from the City are solely as  
9 prescribed herein. Organization expressly warrants that it will not, at any time, hold  
10 itself out or represent that Organization or any of its agents, volunteers, subscribers,  
11 members, officers or employees are in any manner officials, employees or agents  
12 of City. Organization shall not have any authority to bind City for any purpose.

13 B. Organization acknowledges and agrees that i) City will not  
14 withhold taxes of any kind from Organization's compensation, ii) City will not secure  
15 workers' compensation or pay unemployment insurance to, for or on Organization's  
16 behalf, and iii) City will not provide and Organization and Organization's employees  
17 are not entitled to any of the usual and customary rights, benefits or privileges of  
18 City employees.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Contract  
20 contemplates the personal services of Organization and Organization's employees.  
21 Organization shall not delegate its duties or assign its rights hereunder, or any interest  
22 herein or any portion hereof, without the prior written consent of City. Any attempted  
23 assignment or delegation shall be void, and any assignee or delegate shall acquire no right  
24 or interest by reason of such attempted assignment or delegation.

25 7. INDEMNITY. Organization shall indemnify and hold harmless the  
26 City, its Boards, Commissions, and their officials, employees and agents (collectively in  
27 this Section "City") against any and all liability, claims, demands, damage, causes of action,  
28 proceedings, penalties, loss, costs and expenses (including attorney's fees, court costs,

1 and expert and witness fees) (collectively "Claims" or Individually "Claim") arising, directly  
2 or indirectly, out of any negligent act or omission of Organization, its officers, employees,  
3 agents, subcontractors or anyone under Organization's control (collectively "Indemnitor"),  
4 breach of this Contract by Organization, misrepresentation or willful misconduct by  
5 Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers'  
6 compensation. Independent of the duty to indemnify and as a free-standing duty on the  
7 part of Organization, Organization shall defend the City and shall continue such defense  
8 until the Claim is resolved, whether by settlement, judgment or otherwise. Organization  
9 shall notify the City of any Claim within ten (10) days. Likewise, the City shall notify  
10 Organization of any Claim, shall tender the defense of such Claim to Organization, and  
11 shall assist Organization, as may be reasonably requested, in such defense.

12 8. INSURANCE.

13 A. Organization shall procure and maintain at Organization's  
14 expense for the duration of this Contract the following insurance and bond against  
15 claims for injuries to persons or damage to property that may arise from or in  
16 connection with the performance of this Contract by Organization, its agents,  
17 representatives, employees, volunteers or subcontractors.

18 i. Commercial general liability insurance (equivalent in  
19 scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less  
20 than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars  
21 (\$2,000,000) general aggregate. Such coverage shall include but not be  
22 limited to broad form contractual liability, cross liability, independent  
23 contractors liability, and products and completed operations liability. The  
24 City, its Boards and Commission, and their officials, employees and agents  
25 shall be named as additional insureds by endorsement (on City's  
26 endorsement form or on an endorsement equivalent in scope to ISO form CG  
27 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special  
28 limitations on the scope of protection given to the City, its Boards and

1 Commissions and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the  
3 California Labor Code.

4 iii. Employer's liability insurance in an amount not less than  
5 One Million Dollars (\$1,000,000) per claim.

6 iv. Professional liability or errors and omissions insurance  
7 in an amount not less than One Million Dollars (\$1,000,000) per claim.

8 v. Commercial automobile liability insurance (equivalent in  
9 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
10 an amount not less than Five Hundred Thousand Dollars (\$500,000)  
11 combined single limit per accident.

12 vi. Blanket Honesty Bond in an amount equal to at least fifty  
13 percent (50%) of the total amount to be disbursed to Organization hereunder  
14 or Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard  
15 the proper handling of funds by employees, agents or representatives of  
16 Organization who sign as the maker of checks or drafts or in any manner  
17 authorize the disbursement or expenditure of said funds.

18 If delivering services to minors, seniors, or persons with disabilities,  
19 Organization's Commercial General Liability insurance shall not exclude coverage  
20 for abuse and molestation. If Organization is unable to provide abuse and  
21 molestation coverage, it can request a waiver of this coverage from the City. The  
22 City's Risk Manager will consider waiving the requirement if Organization can  
23 demonstrate to the satisfaction of the City's Risk Manager that Organization has no  
24 exposure, that the coverage is unavailable or that the coverage is unaffordable. If  
25 a request for a waiver is desired, Organization must submit a signed document on  
26 Organization's letterhead to the Director of the City's Department of Community  
27 Development, Neighborhood Services Bureau, who will forward it to the City's Risk  
28 Manager, providing reasons why the insurance coverage should be waived.

1           Waivers will be considered on a case by case basis.

2                   B.    Any self-insurance program, self-insured retention or  
3 deductible must be separately approved in writing by the City's Risk Manager or  
4 his/her designee and shall protect the City, its Boards and Commissions, and their  
5 officials, employees and agents in the same manner and to the same extent as they  
6 would have been protected had the policy or policies not contained retention or  
7 deductible provisions. Each insurance policy shall be endorsed to state that  
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
9 days prior written notice to the City, and shall be primary and not contributing to any  
10 other insurance or self-insurance maintained by the City. Organization shall notify  
11 the City in writing within five (5) days after any insurance required herein has been  
12 voided by the insurer or cancelled by the insured.

13                   C.    Organization shall require that all contractors and  
14 subcontractors that Organization uses in the performance of services hereunder  
15 maintain insurance in compliance with this Section unless otherwise agreed in  
16 writing by the City's Risk Manager or his/her designee.

17                   D.    Prior to the start of performance or payment of first invoice,  
18 Organization shall deliver to the City certificates of insurance and required  
19 endorsements for approval as to sufficiency and form. The certificate and  
20 endorsements for each insurance policy shall contain the original signature of a  
21 person authorized by that insurer to bind coverage on its behalf. In addition,  
22 Organization shall, within thirty (30) days prior to expiration of the insurance required  
23 herein, furnish to the City certificates of insurance and endorsements evidencing  
24 renewal of such insurance. The City reserves the right to require complete certified  
25 copies of all policies of Organization and Organization's contractors and  
26 subcontractors, at any time. Organization shall make available to the City's Risk  
27 Manager or his/her designee during normal business hours all books, records and  
28 other information relating to the insurance coverage required herein.

1 E. Any modification or waiver of the insurance requirements  
2 herein shall only be made with the approval of the City's Risk Manager or his/her  
3 designee. Not more frequently than once a year, the City's Risk Manager or his/her  
4 designee may require that Organization, Organization's contractors and  
5 subcontractors change the amount, scope or types of coverages required herein if,  
6 in his or her sole opinion, the amount, scope or types of coverages herein are not  
7 adequate.

8 F. The procuring or existence of insurance shall not be construed  
9 or deemed as a limitation on liability relating to Organization's performance or as full  
10 performance of or compliance with the indemnification provisions of this Contract.

11 9. LIMITATIONS ON RELIGIOUS ACTIVITIES.

12 A. In addition to, and not in substitution for, other terms of this  
13 Contract regarding the provision of services, Organization shall not:

14 i. Represent that it is, or may be deemed to be, a religious  
15 or denominational institution or organization or an organization operated for  
16 religious purposes that is supervised or controlled by or in connection with a  
17 religious or denominational institution or organization.

18 ii. In connection with costs of its services hereunder,  
19 engage in the following conduct:

20 (a) discriminate against any employee or applicant  
21 for employment on the basis of religion;

22 (b) discriminate against any person seeking housing  
23 or related supportive services only on the basis of religion or limit such  
24 services or give preference to persons on the basis of religion;

25 (c) provide religious instruction or counseling,  
26 conduct religious worship or services, engage in religious  
27 proselytizing, or exert other religious influence in the provision of  
28 services or the use of facilities and furnishings;



1                   iii.     The portion of the facility used for housing or supportive  
2                   services only assisted in whole or in part under this Contract or in which  
3                   services are provided that are assisted under this Contract shall contain no  
4                   sectarian religious symbols or decorations.

5                   B.     Organization shall provide human or social services to  
6                   homeless individuals with assistance in obtaining:

7                   i.     Appropriate supportive services, including transitional  
8                   housing, permanent housing, physical health treatment, mental health  
9                   treatment, counseling, supervision and other services essential for achieving  
10                  independent living; and

11                  ii.    Other federal, state and local private assistance  
12                  available for such individuals, including mainstream resources.

13                  10.    NOTICES. All notices required hereunder shall be in writing and  
14                  personally served or deposited in the U.S. Postal Service, certified mail, return receipt  
15                  requested, to City at 2525 Grand Avenue, Long Beach, California 90815, Attn: Homeless  
16                  Services Officer, and to Organization at the address first stated herein. Notice shall be  
17                  deemed given on the date personal service is obtained or the date of the signature on the  
18                  return receipt, whichever first occurs. Notice of change of address shall be given in the  
19                  same manner as stated herein for other notices.

20                  11.    POWERS OF THE CITY MANAGER. The City Manager or designee  
21                  is authorized to administer this Contract and all related matters, and any decision of the  
22                  City Manager or designee in connection herewith shall be final.

23                  12.    TERMINATION. Organization shall have the right to terminate this  
24                  Contract at any time for any reason by giving thirty (30) days' prior notice of termination to  
25                  City, and City shall have the right to terminate all or any part of this Contract at any time  
26                  for any reason or no reason by giving five (5) days' prior notice to Organization. If either  
27                  party terminates this Contract, all funds held by the Organization under this Contract which  
28                  have not been spent on the date of termination shall be returned to City.



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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all formalities required by law as of the date first stated herein.

URBAN COMMUNITY OUTREACH, INCORPORATED, a California nonprofit corporation

April 15, 2018

By [Signature]  
Name Douglas Emslie  
Title President

April 15, 2018

By [Signature]  
Name Theresa Brewster  
Title Treasurer

Tom Modica  
Assistant City Manager

"Organization"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

May 7, 2018

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 4/30, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

# EXHIBIT “A”

## Statement of Work



**STATEMENT OF WORK  
CITY OF LONG BEACH  
MAYORS FUND FOR THE HOMELESS**

The following outlines the Statement of Work for eligible activities funded under the Mayor's Fund for the Homeless. Urban Community Outreach will be administering a total of \$15,000 for temporary motel voucher assistance and relocation assistance for households seeking to stabilize their housing crisis outside of the Long Beach area.

Agencies funded through Long Beach Continuum of Care Programs will be required to adhere to programmatic requirements as follows:

- **Program Participant Eligibility:** Agencies will conduct an evaluation in accordance with the coordinated entry system assessment to determine: 1) eligibility of each individual or family for assistance, and 2) the amount and types of assistance needed to achieve or regain stability in permanent housing.
- **Reporting:** The agency will be required to submit reports on outputs and outcomes, including information on the number and demographics of participants served to date.
- **Homeless Management Information System (HMIS) Participation:** The agency will utilize the Long Beach HMIS or comparable database for domestic violence providers. Program participant data entry is required daily for service coordination purposes.
- **Coordinating with other resources:** The agency will coordinate with other resources to ensure housing retention.
- **Certification of Homelessness or At-Risk of Homelessness:** The agency will be required to complete certification forms in order to document program participant eligibility.
- **Confidentiality:** The agency will ensure the security and confidentiality of program participants and their protected identifying information.
- **Housing First:** The agency shall adhere to Housing First principles.
- **Universal Assessment:** The agency shall utilize the VI-SPDAT, adopted by the Long Beach CoC as the universal assessment tool to assess program participants' housing and service needs.
- **Coordinated Entry System (CES):** The agency shall work in collaboration with the broader CoC system in Long Beach, including participating in the Long Beach CES.

**I. MOTEL VOUCHER ASSISTANCE**

**Project Goal:**

The objective of Motel Voucher Assistance is to provide short term crisis housing for households who need a temporary place to reside pending connection to shelter or longer term housing placement. Eligible households must meet the Department of Housing and Urban Development (HUD) definition of homelessness as follows:

- People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided (90 days or less) if they were in shelter or a place not meant for human habitation before entering the institution.
- People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.

- People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing.

Motel Voucher assistance is meant to be brief and will require immediate connection to the CES to assess for other supports within one business day of vouchering. Motel Voucher assistance may be extended while CES is seeking alternate stabilization services.

**Eligible Program Activities**

Eligible costs for Motel Voucher Assistance are limited to the cost of the motel. The agency has the discretion to select a motel of their choosing for voucher purposes. Agencies shall not impose additional requirements to access motel voucher use such as ID requirements, age restrictions and household composition.

**Performance Measures**

The agency will be required to report on the following elements:

- Number of households assisted;
- Composition of household;
- Number of bed nights provided; and
- Linkages to resources and outcome.

**II. RELOCATION ASSISTANCE**

**Project Goal:**

The objective of Relocation Assistance is to provide transportation assistance to households who have an opportunity to stabilize outside of the Long Beach area. Eligible households must meet the HUD definition of homelessness for eligibility. Households seeking assistance with relocation must have a verifiable plan at destination including: verifiable employment to sustain housing or confirmed permanent housing placement. Referring entities will assist in confirming relocation plan and estimate of relocation fare to agency administering the funds. The agency will confirm the arrival at destination by households and conduct a 90 day followup.

**Eligible Program Activities**

Eligible costs for Relocation Assistance are limited to the cost of transportation. The agency is to coordinate the mode of transportation whether that be bus, train or airplane; whichever is most cost effective and feasible for the household.

**Performance Measures**

The agency will be required to report on the following elements:

- Number of households assisted;
- Composition of household;
- Mode of transportation provided;
- Support system that will be in place; and
- Destination.

**Administrative Responsibilities**

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the Mayor's Fund. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with City of Long Beach requirements. These conditions include: programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements.