

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 AGREEMENT

2 36658

3 THIS AGREEMENT is made and entered, in duplicate, as of April 17, 2023,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on February 7, 2023, by and between FIRST TO SERVE,
6 INC., a California nonprofit corporation (“Contractor”), with a place of business at 1017 W.
7 50th Street, Los Angeles, CA 90037, and the CITY OF LONG BEACH, a municipal
8 corporation (“City”).

9 WHEREAS, the City has received funding from State of California
10 Department of Housing and Community Development’s (HCD) Homekey Program (State’s
11 Homekey Program) to provide site operations and interim housing services for people
12 experiencing homelessness impacted by the COVID-19 pandemic, by purchasing and
13 rehabilitating housing, including hotels, motels, vacant apartment buildings, and other
14 buildings and convert them into interim or permanent, long-term housing; and

15 WHEREAS, awarded funds for the State’s Homekey Program (Grant
16 Agreement) must be used to provide housing for individuals and families experiencing
17 homelessness or at risk of experiencing homelessness and who are impacted by the
18 COVID-19 pandemic; and

19 WHEREAS, on November 17, 2020, the City Council authorized the City
20 Manager to accept an award from the State’s Homekey Program for the City to purchase
21 and operate a 78-unit motel property located at 5950 Long Beach Boulevard with the
22 intention of converting it into interim housing for people experiencing homelessness most
23 impacted by the COVID-19 pandemic; and

24 WHEREAS, the beds within the Project will be prioritized for people
25 experiencing homelessness most impacted by the COVID-19 pandemic, including those
26 people experiencing homelessness with underlying health conditions and/or who are 65
27 years of age or older; and

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1 WHEREAS, City has selected Contractor in accordance with City's
2 administrative procedures using Request for Proposal No. HE22-125 ("RFP"), and City has
3 determined that Contractor and its employees are qualified, licensed, if so required, and
4 experienced in performing these specialized services; and

5 WHEREAS, City desires to have Contractor perform these specialized
6 services, and Contractor is willing and able to do so on the terms and conditions in this
7 Agreement; and

8 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
9 conditions in this Agreement, the parties agree as follows:

10 1. SCOPE OF WORK OR SERVICES.

11 A. The RFP shall be incorporated by this reference and attached
12 hereto as Exhibit "A", incorporated by this reference as if fully set forth herein. The
13 Contractor shall comply fully with the RFP. In the event of any conflict or ambiguity
14 between this Agreement and Section 12 of the RFP, the provisions of Section 12
15 of the RFP shall govern.

16 B. Contractor shall furnish specialized services more particularly
17 described in Exhibit "A", attached to this Agreement and incorporated by this
18 reference, in accordance with the standards of the profession, and City shall pay
19 for these services in the manner described below, in an annual amount not to
20 exceed Two Million Two Hundred Nineteen Thousand Two Hundred Dollars
21 (\$2,219,200), at the rates or charges shown in Exhibit "B". The specialized
22 services described in Exhibit "A" shall be provided on or about the following
23 described property (the "Premises") located at 5950 Long Beach Boulevard (the
24 "Building") more particularly described in Exhibit "A" attached hereto and made a
25 part hereof. City is providing Contractor access to the Premises and the Building
26 so that Contractor can furnish specialized services as described in this Agreement
27 and no rent or other fees shall be paid to City by Contractor for such access to the
28 Premises and the Building. Any reference to "Premises" in this Agreement shall

1 be inclusive of the Building and any other structure on the property located at 5950
2 Long Beach Boulevard.

3 C. The Grant Agreement shall be incorporated by this reference
4 and attached hereto as Exhibit "C". The Contractor shall comply fully with the Grant
5 Agreement.

6 D. City shall pay Contractor in due course of payments following
7 receipt from Contractor and approval by City of invoices showing the services or
8 task performed, the time expended (if billing is hourly), and the name of the
9 Project. Contractor shall certify on the invoices that Contractor has performed the
10 services in full conformance with this Agreement and is entitled to receive
11 payment. Each invoice shall be accompanied by a progress report indicating the
12 progress to date of services performed and covered by the invoice, including a
13 brief statement of any Project problems and potential causes of delay in
14 performance, and listing those services that are projected for performance by
15 Contractor during the next invoice cycle. Where billing is done and payment is
16 made on an hourly basis, the parties acknowledge that this arrangement is either
17 customary practice for Contractor's profession, industry or business, or is
18 necessary to satisfy audit and legal requirements which may arise due to the fact
19 that City is a municipality.

20 E. Contractor represents that Contractor has obtained all
21 necessary information on conditions and circumstances that may affect its
22 performance and has conducted site visits, if necessary.

23 F. By executing this Agreement, Contractor warrants that
24 Contractor (a) has thoroughly investigated and considered the scope of services
25 to be performed, (b) has carefully considered how the services should be
26 performed, and (c) fully understands the facilities, difficulties and restrictions
27 attending performance of the services under this Agreement. If the services
28 involve work upon any site, Contractor warrants that Contractor has or will

1 investigate the site and is or will be fully acquainted with the conditions there
2 existing, prior to commencement of services set forth in this Agreement. Should
3 Contractor discover any latent or unknown conditions that will materially affect the
4 performance of the services set forth in this Agreement, Contractor must
5 immediately inform the City of that fact and may not proceed except at Contractor's
6 risk until written instructions are received from the City.

7 G. Contractor must adopt reasonable methods during the life of
8 this Agreement to furnish continuous protection to the work, and the equipment,
9 materials, papers, documents, plans, studies and other components to prevent
10 losses or damages, and will be responsible for all damages, to persons or
11 property, until acceptance of the work by the City, except those losses or damages
12 as may be caused by the City's own negligence.

13 H. CAUTION: Contractor shall not begin work until this
14 Agreement has been signed by both parties and until Contractor's evidence of
15 insurance has been delivered to and approved by City.

16 2. TERM. The term of this Agreement shall commence at midnight on
17 January 1, 2024 (Commencement Date) and shall terminate at 11:59 p.m. on December
18 31, 2025, unless sooner terminated as provided in this Agreement. The term may be
19 extended for an additional 36-month period, at the discretion of the City Manager.

20 3. COORDINATION AND ORGANIZATION.

21 A. Contractor shall coordinate its performance with City's
22 representative, if any, named in Exhibit "D", attached to this Agreement and
23 incorporated by this reference. Contractor shall advise and inform City's
24 representative of the work in progress on the Project in sufficient detail so as to
25 assist City's representative in making presentations and in holding meetings on
26 the Project. Contractor shall furnish all labor and supervision, supplies, materials,
27 tools, machinery, equipment, appliances, transportation and services necessary
28 to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "E", if any, attached to this Agreement and incorporated
2 by this reference, and shall perform any other tasks described in the Exhibit.

3 B. The parties acknowledge that a substantial inducement to
4 City for entering this Agreement was and is the reputation and skill of Contractor's
5 key employee, named in Exhibit "F" attached to this Agreement and incorporated
6 by this reference. City shall have the right to approve any person proposed by
7 Contractor to replace that key employee.

8 4. INDEPENDENT CONTRACTOR. In performing its services,
9 Contractor is and shall act as an independent contractor and not an employee,
10 representative or agent of City. Contractor shall have control of Contractor's work and the
11 manner in which it is performed. Contractor shall be free to contract for similar services to
12 be performed for others during this Agreement; provided, however, that Contractor acts in
13 accordance with Section 9 and Section 13 of this Agreement. Contractor acknowledges
14 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
15 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
16 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
17 the usual and customary rights, benefits or privileges of City employees. Contractor
18 expressly warrants that neither Contractor nor any of Contractor's employees or agents
19 shall represent themselves to be employees or agents of City.

20 5. Waiver of Claims. Neither the City of Long Beach, nor any of its
21 officers, agents and employees (collectively "City"), will be liable and Contractor waives all
22 claims for damage to persons or property sustained by Contractor or any occupant of the
23 Premises resulting from the Premises or any part of it, becoming out of repair, resulting
24 from any accident in or about the Premises or resulting directly or indirectly from any act
25 or neglect of Contractor, occupant or of any other person including Contractor's agents and
26 employees. All property belonging to Contractor or any occupant of the Premises will be
27 there at the risk of Contractor or such other person only and City will not be liable for
28 damages or theft or misappropriation. Contractor further expressly waives any rights to

1 relocation benefits or other compensation pursuant to the California Relocation Act or
2 applicable laws governing eminent domain.

3 6. INSURANCE.

4 A. As a condition precedent to the effectiveness of this
5 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
6 duration of this Agreement, from insurance companies that are admitted to write
7 insurance in California and have ratings of or equivalent to A:V by A.M. Best
8 Company or from authorized non-admitted insurance companies subject to
9 Section 1763 of the California Insurance Code and that have ratings of or
10 equivalent to A:VIII by A.M. Best Company, the following insurance:

11 i. Commercial general liability equivalent to CG 00 01 10
12 93 in an amount of \$1 million per occurrence & \$ 2 million in general
13 aggregate. As applicable (i.e., if minors or other vulnerable people are among
14 those being served by Contractor), abuse and molestation liability in an
15 amount of \$2 million per occurrence & \$ 2 million in general aggregate shall
16 also be provided. The City of Long Beach, the Contractor, its officials,
17 officers, and employees shall be named additional insured to this insurance
18 on a form equivalent in coverage scope to an ISO CG 20 26 11 85.

19 ii. Commercial automobile liability equivalent to CA 00 10
20 06 92 covering owned, hired, and non-owned autos in an amount of
21 \$1,000,000 combined single limits.

22 iii. Statutory workers' compensation and employer's liability
23 in an amount of \$1,000,000 each accident or occupational disease. The City
24 of Long Beach, the Contractor, its officials, officers, and employees shall be
25 waived from subrogation by the Contractor and its insurer with respect to this
26 coverage;

27 iv. As applicable, special perils property insurance covering
28 City- or Contractor-owned or leased property provided to Contractor with

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respect to this Agreement at replacement cost.

v. As applicable, cyber liability coverage (third-party only coverage) for losses to others directly caused by Contractor's errors and omissions, failure to safeguard data, or defamation in an amount of \$1 million per occurrence & \$ 1 million in general aggregate.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than three (3) years, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

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F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. Contractor understands and agrees that, notwithstanding any insurance, Contractor's obligation to defend, indemnify, and hold City, and its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the Premises or in any manner connected with or attributed to the acts or omissions of Contractor, its officers, agents contractors, employees, licensees, vendors, patrons, or visitors, or the operations conducted by or on behalf of Contractor, or Contractor's use, misuse, or neglect of the Premises.

H. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in their sole opinion, the amount, scope or types of coverages are not adequate.

I. The procuring or existence of insurance shall not be

1 construed or deemed as a limitation on liability relating to Contractor's
2 performance or as full performance of or compliance with the indemnification
3 provisions of this Agreement.

4 7. ASSIGNMENT AND SUBCONTRACTING. This Agreement
5 contemplates the personal services of Contractor and Contractor's employees, and the
6 parties acknowledge that a substantial inducement to City for entering this Agreement was
7 and is the professional reputation and competence of Contractor and Contractor's
8 employees. Contractor shall not assign its rights or delegate its duties under this
9 Agreement, or any interest in this Agreement, or any portion of it, including subleasing the
10 Premises or any part thereof (collectively referred to as "transfer"), without the prior
11 approval of City, except that Contractor may with the prior approval of the City Manager of
12 City, assign any moneys due or to become due Contractor under this Agreement. Any
13 attempted assignment or delegation shall be void, and any assignee or delegate shall
14 acquire no right or interest by reason of an attempted assignment or delegation.
15 Furthermore, Contractor shall not subcontract any portion of its performance without the
16 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
17 or contractor without approval prior to the substitution. Nothing stated in this Section shall
18 prevent Contractor from employing as many employees as Contractor deems necessary
19 for performance of this Agreement.

20 8. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
21 certifies that, at the time Contractor executes this Agreement and for its duration,
22 Contractor does not and will not perform services for any other client which would create a
23 conflict, whether monetary or otherwise, as between the interests of City and the interests
24 of that other client. And, Contractor shall obtain similar certifications from Contractor's
25 employees, sub-Contractors and contractors.

26 9. OWNERSHIP OF DATA.
27 A. All materials, information and data prepared, developed or
28 assembled by Contractor or furnished to Contractor in connection with this

1 Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation,
3 samples, models, reports, summaries, drawings, designs, notes, plans,
4 information, material and memorandum ("Data") shall be the exclusive property of
5 City. Data shall be given to City, in a format identified by City, and City shall have
6 the unrestricted right to use and disclose the Data in any manner and for any
7 purpose without payment of further compensation to Contractor. Copies of Data
8 may be retained by Contractor but Contractor warrants that Data shall not be made
9 available to any person or entity for use without the prior approval of City. This
10 warranty shall survive termination of this Agreement for five (5) years.

11 10. TERMINATION. Either party shall have the right to terminate this
12 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
13 prior written notice to the other party. In the event of termination under this Section, City
14 shall pay Contractor for services satisfactorily performed and costs incurred up to the
15 effective date of termination for which Contractor has not been previously paid. The
16 procedures for payment in Section 1.D. with regard to invoices shall apply. On the effective
17 date of termination, Contractor shall deliver to City all Data developed or accumulated in
18 the performance of this Agreement, whether in draft or final form, or in process. And,
19 Contractor acknowledges and agrees that City's obligation to make final payment is
20 conditioned on Contractor's delivery of the Data to City.

21 11. DEFAULT BY CONTRACTOR.

22 A. The occurrence of any of the following acts shall constitute a
23 default by Contractor:

- 24 i. Failure to pay any other amounts payable hereunder
25 when due after ten (10) days written notice;
- 26 ii. Failure to perform any of the terms, covenants, or
27 conditions of this Agreement if said failure is not cured within thirty (30) days
28 after written notice of said failure; or

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iii. Any attempted assignment, transfer, or lease except as approved by City.

B. If Contractor does not comply with each provision of this Agreement or if a default occurs, then City may terminate this Agreement and City may enter the Premises and take possession thereof provided, however, that these remedies are not exclusive but cumulative to other remedies provided by law in the event of Contractor's default, and the exercise by City of one or more rights and remedies shall not preclude City's exercise of additional or different remedies for the same or any other default by Contractor.

12. DEFAULT BY CITY.

A. The occurrence of any of the following acts shall constitute a default by City:

i. Failure to perform any of the terms, covenants, or conditions of this Agreement if said failure is not cured within thirty (30) days after written notice of said failure.

B. If City does not comply with each provision of this Agreement or if a default occurs, then Contractor may terminate this Agreement, provided, however, that this remedy is not exclusive but cumulative to other remedies provided by law in the event of City's default, and the exercise by Contractor of one or more rights and remedies shall not preclude Contractor's exercise of additional or different remedies for the same or any other default by City.

13. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit

1 of others except for the purpose of this Agreement.

2 14. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
3 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
4 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
5 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
6 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
7 to subpoena or court order.

8 15. ADDITIONAL SERVICES. The City has the right at any time during
9 the performance of the services, without invalidating this Agreement, to order extra work
10 beyond that specified in the RFP or make changes by altering, adding to or deducting from
11 the work. No extra work may be undertaken unless a written order is first given by the City,
12 incorporating any adjustment in this Agreement Sum, or the time to perform this
13 Agreement. Any increase in compensation of ten percent (10%) or less of this Agreement
14 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved
15 by the City Representative. Any greater increases, taken either separately or cumulatively,
16 must be approved by the City Council. It is expressly understood by Contractor that the
17 provisions of this paragraph do not apply to services specifically set forth in the RFP or
18 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
19 the services to be provided pursuant to the RFP may be more costly or time consuming
20 than Contractor anticipates and that Contractor will not be entitled to additional
21 compensation for the services set forth in the RFP.

22 16. RETENTION OF FUNDS. Contractor authorizes the City to deduct
23 from any amount payable to Contractor (whether or not arising out of this Agreement) any
24 amounts the payment of which may be in dispute or that are necessary to compensate the
25 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
26 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
27 performing or failing to perform Contractor's obligations under this Agreement. In the event
28 that any claim is made by a third party, the amount or validity of which is disputed by

1 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
2 City may withhold from any payment due, without liability for interest because of the
3 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
4 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
5 indemnify and protect the City as elsewhere provided in this Agreement.

6 17. AMENDMENT. This Agreement, including all Exhibits, shall not be
7 amended, nor any provision or breach waived, except in writing signed by the parties which
8 expressly refers to this Agreement.

9 18. LAW. This Agreement shall be construed in accordance with the laws
10 of the State of California, and the venue for any legal actions brought by any party with
11 respect to this Agreement shall be the County of Los Angeles, State of California for state
12 actions and the Central District of California for any federal actions. Contractor shall cause
13 all work performed in connection with any construction required for the Project to be
14 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
15 federal, state, county or municipal governments or agencies (including, without limitation,
16 all applicable federal and state labor standards, including the prevailing wage provisions of
17 sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
18 regulations of any fire marshal, health officer, building inspector, or other officer of every
19 governmental agency now having or hereafter acquiring jurisdiction. If any part of this
20 Agreement is found to be in conflict with applicable laws, that part will be inoperative, null
21 and void insofar as it is in conflict with any applicable laws, but the remainder of this
22 Agreement will remain in full force and effect.

23 19. PREVAILING WAGES.

24 A. Contractor agrees that all public work (as defined in California
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public
26 Work"), if any, shall comply with the requirements of California Labor Code
27 sections 1770 *et seq.* City makes no representation or statement that the Project,
28 or any portion thereof, is or is not a "public work" as defined in California Labor

1 Code section 1720.

2 B. In all bid specifications, contracts and subcontracts for any
3 such Public Work, Contractor shall obtain the general prevailing rate of per diem
4 wages and the general prevailing rate for holiday and overtime work in this locality
5 for each craft, classification or type of worker needed to perform the Public Work,
6 and shall include such rates in the bid specifications, contract or subcontract.
7 Such bid specifications, contract or subcontract must contain the following
8 provision: "It shall be mandatory for the contractor to pay not less than the said
9 prevailing rate of wages to all workers employed by the contractor in the execution
10 of this contract. The contractor expressly agrees to comply with the penalty
11 provisions of California Labor Code section 1775 and the payroll record keeping
12 requirements of California Labor Code section 1771."

13 20. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 21. AMBIGUITY. Except as otherwise required herein, in the event of any
17 conflict or ambiguity between this Agreement and any Exhibit, the provisions of this
18 Agreement shall govern. In the event of any conflict or discrepancy between this
19 Agreement any State or Federal grant funding provision, the State or Federal grant funding
20 provision shall govern.

21 22. INDEMNITY.

22 A. Contractor shall indemnify, protect and hold harmless City, its
23 Boards, Commissions, and their officials, employees and agents ("Indemnified
24 Parties"), from and against any and all liability, claims, demands, damage, loss,
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
26 costs and expenses, including attorneys' fees, court costs, expert and witness
27 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
28 whole or in part, out of or in connection with (1) Contractor's breach or failure to

1 comply with any of its obligations contained in this Agreement, including all
2 applicable federal and state labor requirements including, without limitation, the
3 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or
4 willful acts, errors, omissions or misrepresentations committed by Contractor, its
5 officers, employees, agents, subcontractors, or anyone under Contractor's control,
6 in the performance of work or services under this Agreement (collectively "Claims"
7 or individually "Claim").

8 B. In addition to Contractor's duty to indemnify, Contractor shall
9 have a separate and wholly independent duty to defend Indemnified Parties at
10 Contractor's expense by legal counsel approved by City, from and against all
11 Claims, and shall continue this defense until the Claims are resolved, whether by
12 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
13 breach, or the like on the part of Contractor shall be required for the duty to defend
14 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
15 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
16 in the defense.

17 C. If a court of competent jurisdiction determines that a Claim
18 was caused by the sole negligence or willful misconduct of Indemnified Parties,
19 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
20 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
21 percentage of willful misconduct attributed by the court to the Indemnified Parties.

22 D. The provisions of this Section shall survive the expiration or
23 termination of this Agreement.

24 23. FORCE MAJEURE. If any party fails to perform its obligations
25 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
26 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
27 governmental regulations, governmental controls, judicial orders, enemy or hostile
28 governmental action, pandemic, civil commotion, fire or other casualty, or other causes

1 beyond the reasonable control of the party obligated to perform, then that party's
2 performance will be excused for a period equal to the period of such cause for failure to
3 perform.

4 24. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject
6 to applicable rules and regulations, Contractor shall not discriminate against any
7 employee or applicant for employment because of race, religion, national origin,
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
9 disability. Contractor shall ensure that applicants are employed, and that
10 employees are treated during their employment, without regard to these bases.
11 These actions shall include, but not be limited to, the following: employment,
12 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
13 termination; rates of pay or other forms of compensation; and selection for training,
14 including apprenticeship.

15 25. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

16 accordance with the provisions of the Ordinance, this Agreement is subject to the
17 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
18 Long Beach Municipal Code, as amended from time to time.

19 A. During the performance of this Agreement, the Contractor
20 certifies and represents that the Contractor will comply with the EBO. The
21 Contractor agrees to post the following statement in conspicuous places at its
22 place of business available to employees and applicants for employment:

23 “During the performance of a contract with the City of Long Beach, the
24 Contractor will provide equal benefits to employees with spouses and its
25 employees with domestic partners. Additional information about the City of
26 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
27 Long Beach Business Services Division at 562-570-6200.”

28 B. The failure of the Contractor to comply with the EBO will be

1 deemed to be a material breach of this Agreement by the City.

2 C. If the Contractor fails to comply with the EBO, the City may
3 cancel, terminate or suspend this Agreement, in whole or in part, and monies due
4 or to become due under this Agreement may be retained by the City. The City
5 may also pursue any and all other remedies at law or in equity for any breach.

6 D. Failure to comply with the EBO may be used as evidence
7 against the Contractor in actions taken pursuant to the provisions of Long Beach
8 Municipal Code 2.93 et seq., Contractor Responsibility.

9 E. If the City determines that the Contractor has set up or used
10 its contracting entity for the purpose of evading the intent of the EBO, the City may
11 terminate this Agreement on behalf of the City. Violation of this provision may be
12 used as evidence against the Contractor in actions taken pursuant to the
13 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
14 Responsibility.

15 26. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to Contractor at the address first stated above, and to City at
18 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
19 to the City Clerk at the same address. Notice of change of address shall be given in the
20 same manner as stated for other notices. Notice shall be deemed given on the date
21 deposited in the mail or on the date personal delivery is made, whichever occurs first.

22 27. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
23 that Contractor has not employed or retained any entity or person to solicit or obtain this
24 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
25 commission or other monies based on or from the award of this Agreement. If Contractor
26 breaches this warranty, City shall have the right to terminate this Agreement immediately
27 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
28 due under this Agreement or otherwise recover the full amount of the fee, commission or

1 other monies.

2 28. WAIVER. The acceptance of any services or the payment of any
3 money by City shall not operate as a waiver of any provision of this Agreement or of any
4 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
5 Agreement shall not constitute a waiver of any other or subsequent breach of this
6 Agreement.

7 29. WAIVER OF RIGHTS. The failure of Contractor or City to insist upon
8 strict performance of any of the terms, conditions or covenants herein shall not be deemed
9 a waiver of any rights or remedies that either may have, and shall not be deemed a waiver
10 of any subsequent breach or default of the terms, conditions or covenants herein
11 contained. Any waiver by City of any default or breach shall be in writing. City's approval
12 of any act by Contractor requiring City's approval shall not be deemed to waive City's
13 approval of any subsequent act of Contractor.

14 30. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 8, 11, 14,
16 23, 25, 26 and 34 prior to termination or expiration of this Agreement.

17 31. TAX REPORTING. As required by federal and state law, City is
18 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
19 Contractor shall be solely responsible for payment of all federal and state taxes resulting
20 from payments under this Agreement. Contractor shall submit Contractor's Employer
21 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
22 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
23 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
24 Contractor provides one of these numbers.

25 32. ADVERTISING. Contractor shall not use the name of City, its officials
26 or employees in any advertising or solicitation for business or as a reference, without the
27 prior approval of the City Manager or designee.

28 33. AUDIT. City shall have the right at all reasonable times during the

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Contractor relating to this Agreement.

4 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

7 35. AMENDMENTS. This Agreement sets forth all the agreements and
8 understandings of the parties hereto and is not subject to modification, except in writing
9 duly executed by the legally authorized representatives of each of the parties.

10 36. PARTIAL INVALIDITY. If any term, covenant, condition or provisions
11 of this Agreement is held by a court of competent jurisdiction to be invalid, void or
12 unenforceable, the remainder of the provisions hereof shall remain in full force and effect
13 and shall in no way be affected, impaired or invalidated thereby.

14 37. TIME. Time is of the essence of this Agreement.

15 38. PROPERTY MANAGEMENT.

16 A. Premises. In consideration of the faithful performance of the
17 covenants and conditions hereinafter agreed to be kept by Contractor and the City,
18 Contractor shall take maintenance responsibilities over the Premises. Contractor
19 accepts the Premises in an "AS IS" condition and acknowledges that the
20 Contractor has not received and City has not made any warranty, express or
21 implied as to the condition of the Premises or any improvements, structures
22 substructures, infrastructures, fixtures or personal property located thereon. The
23 parties understand and acknowledge that this Agreement is primarily a contract
24 for services and this Agreement does not grant the Contractor a recognizable
25 property interest in or to the Premises.

26 B. Use. The Premises shall be used to provide interim housing
27 for individuals and families experiencing homelessness or at risk of experiencing
28 homelessness and who are impacted by the COVID-19 pandemic in accordance

1 with this Agreement.

2 C. Utilities. As outlined in the RFP attached hereto as Exhibit A-
3 1, City shall pay water, electricity, and gas. Contractor shall pay, at its own cost,
4 for all other utilities, including, landlines or mobile phones, internet, cable or similar
5 service, and any other utility services furnished to Contractor, including the cost of
6 installation of necessary connections for all of said services. All utilities added
7 from or after the Commencement Date shall be underground.

8 D. Contractor's Maintenance Obligations.

9 i. Contractor shall keep the Premises in a neat, safe and
10 sanitary condition, and free of waste, rubbish and debris during the term of
11 this Agreement and the Contractor shall otherwise perform all "day-to-day"
12 and operational maintenance at its own cost and expense. Any replacement
13 or repairs required to personal property located on the Premises, including,
14 but not limited to, televisions, linens, beds, dressers, furniture, commercial
15 fridge, washer, and dryer, shall be the responsibility of Contractor. All other
16 maintenance and repairs not specifically described immediately above shall
17 be the responsibility of City pursuant to Section 40.E.

18 ii. If, in the opinion of City, the Premises are not being
19 properly maintained, City, after giving thirty (30) days written notice to
20 Contractor to remedy discrepancies, shall cause such repair and
21 maintenance to be made. The cost of such maintenance or repair shall be
22 reimbursed to City by Contractor. If said costs are not paid promptly by
23 Contractor, this Agreement shall be deemed to be in default, and City shall
24 be entitled to all legal remedies provided hereunder. Failure of Contractor to
25 properly maintain and repair the Premises shall constitute a breach of the
26 terms of this Agreement.

27 E. City's Maintenance Obligations. The City shall manage and
28 maintain the Building and make necessary major repairs to the Building necessary

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for its intended use, including without limitation all surface and structural elements of the roof, bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and all other elements of the Building. Contractor shall notify City of necessary repairs in writing, and City shall thereafter promptly complete such repairs. Notwithstanding the foregoing, if City determines that the costs of such repairs are more than City is willing to pay, then City shall not be obligated to complete such repairs, such failure by City to complete repairs shall not constitute a default under this Agreement, and Contractor's sole remedy for such failure shall be to promptly terminate this Agreement without further obligation by either party to the other.

F. Taxes. City shall be responsible for payment of all real property taxes; provided however that Contractor shall be responsible for payment of any possessory interest taxes that may be assessed against Contractor in connection with the Premises.

G. Hazardous Materials.

i. In the event any Hazardous Materials are detected during the term of this Agreement, such materials shall be removed or remediated promptly in accordance with applicable law at the sole cost and expense of City. In the event City determines it is cost prohibitive to remove or remediate such materials, Contractor shall have the option of terminating this Agreement by giving written notice. Notwithstanding the foregoing, City shall have no obligation to remediate or remove any Hazardous Materials brought onto the Premises by Contractor or its agents, employees, or invitees. Remediation and removal of Hazardous Materials brought onto the Premises by Contractor or its agents, employees, or invitees shall be the sole responsibility of Contractor.

ii. No Hazardous Materials any kind shall be kept, stored, or sold in or on the Premises. Contractor shall comply with California Health

1 and Safety Code Section 25359.7 or its successor statute regarding notice
2 to City on discovery by Contractor of the presence or suspected presence of
3 any hazardous material on the Premises. "Hazardous Materials" means any
4 hazardous or toxic substance, material or waste which is or becomes
5 regulated by the City, the County of Los Angeles, the State of California or
6 the United States government.

7 H. Security.

8 i. Contractor shall provide implement an operational digital
9 video surveillance system at the Premises. The location and position of each
10 camera shall be capable of recording images of the area under surveillance,
11 in any light condition, to allow facial feature identification of persons in interior
12 and exterior areas on the Premises. Each camera shall be permanently
13 mounted and in a fixed location and, to the extent reasonably possible, shall
14 be installed in a manner that prevents intentional obstruction, tampering with,
15 and/or disabling the camera.

16 ii. Any on-site security personnel hired or contracted by the
17 Contractor pursuant to this Agreement shall be uniformed and licensed with
18 the State of California Bureau of Security and Investigative Service, and shall
19 comply with requirements in California Business and Professions Code
20 Chapters 11.4 and 11.5 of Division 3.

21 I. Right of Entry. The City shall have the right of access to the
22 Premises, including the Building and any structure thereon, during normal
23 business hours and with reasonable advance notice to inspect the Premises, to
24 determine whether or not Contractor is complying with the terms, covenants, and
25 conditions of this Agreement, to serve, post, or keep posted any notice, and for
26 any other legal purpose. The City shall also have the right to enter in case of
27 emergencies.

28 J. Condemnation. If the whole or any part of the Premises shall

1 be taken by any public or quasi-public authority under the power of eminent
2 domain, then this Agreement shall terminate as to the part taken or as to the whole,
3 if taken, as of the day possession of that part or the whole is required for any public
4 purpose, and on or before the day of the taking Contractor shall elect in writing
5 either to terminate this Agreement or to continue in possession of the remainder
6 of the Premises, if any. All damages awarded for such taking shall belong to City,
7 whether such damages be awarded as compensation for diminution in value to
8 the leasehold or to the fee provided, however, that City shall not be entitled to any
9 portion of the award made for loss of Contractor's business.

10 K. Signs. Contractor may, at its own cost, install exterior
11 signage on the Premises subject to City's reasonable approval as to design, size
12 and location, and subject to the limitations of applicable sign and zoning
13 ordinances.

14 L. Access. Contractor shall have access to the Premises
15 twenty-four (24) hours per day, seven (7) days per week.

16 M. Surrender of Premises. On the expiration or sooner
17 termination of this Agreement, Contractor shall deliver to City possession of the
18 Premises in substantially the same condition that existed immediately prior to the
19 date of execution hereof, reasonable wear and tear excepted.

20 39. DISPOSITION OF PERSONAL PROPERTY ABANDONED BY
21 CONTRACTOR. If this Agreement terminates, title to any personal property belonging to
22 Contractor and left on the Premises thirty (30) days after such termination shall be deemed
23 to have been transferred to City. City shall have the right to remove and to dispose of such
24 property without liability therefore to Contractor or to any person claiming under Contractor
25 and shall have no duty or obligation to account therefore.

26 40. SUCCESSORS IN INTEREST. This Agreement shall be binding on
27 and inure to the benefit of the parties and their successors, heirs, personal representatives,
28 transferees, and assignees, and all of the parties hereto shall be jointly and severally liable

1 hereunder.

2 41. INTEGRATION AND AMENDMENTS. This Agreement represents
3 and constitutes the entire understanding between the parties and supersedes all other
4 agreements and communications between the parties, oral or written, concerning the
5 subject matter herein. This Agreement shall not be modified except in writing signed by
6 the parties and referring to this Agreement.

7 42. JOINT EFFORT. This Agreement is created as a joint effort between
8 the parties and fully negotiated as to its terms and conditions and nothing contained herein
9 shall be construed against either party as the drafter.

10 43. NO RECORDATION. This Agreement shall not be recorded.

11 44. ATTORNEY'S FEES. In any action or proceeding relating to this
12 Agreement, the prevailing party shall be entitled to its costs, including a reasonable
13 attorney's fee.

14 45. RELATIONSHIP OF THE PARTIES. The parties agree that nothing
15 contained in this Agreement shall be deemed or construed as creating a partnership, joint
16 venture, association, principal-agent or employer-employee relationship between them or
17 between the City or any third person or entity.

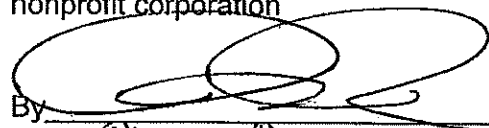
18 46. AGREEMENT ORGANIZATION. The various headings in this
19 Agreement, the number of letters thereof, and the organization of this Agreement into
20 separate sections and paragraphs are for purposes of convenience only and shall not be
21 considered otherwise.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.
3

4 FIRST TO SERVE, INC. a California
5 nonprofit corporation

6 August 1, 2023

7 By 
8 Name Richard Reed
9 Title President and CEO

10 August 1, 2023

11 By Stacy Wilson
12 Name STACY WILSON
13 Title SECRETARY

14 EXECUTED PURSUANT
15 TO SECTION 301 OF
16 THE CITY CHARTER.

17 "Contractor"

18 CITY OF LONG BEACH, a municipal
19 corporation

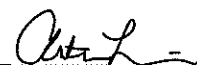
20 August 24, 2023

21 By Shonda J. Johnson
22 City Manager

23 "City"

24 This Agreement is approved as to form on August 21st, 2023.

25 DAWN MCINTOSH, City Attorney

26 By 
27 Deputy
28

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

EXHIBIT “A”

City of Long Beach

Request for Proposals Number LBRA HE22-125
Project Homekey Round 2
Operations and Supportive Services



Overview

Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is seeking proposals from nonprofit agencies to provide operation and supportive services for the Project Homekey Round 2 program, a 78-unit facility for people experiencing homelessness. The project site will be located at 5950 Long Beach Boulevard, Long Beach, California 90805.

Key Dates

Release Date: Oct. 28, 2022

Optional Pre-Proposal Meeting: 11:00 am Nov. 10, 2022

Questions Due to the City: 11:00 am Nov. 16, 2022

Proposals Due: 11:00 am Dec. 06, 2022

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via the City's portal, available at <https://longbeachbuys.buyspeed.com/>.

RFP Official Contact

Tommy Ryan
rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

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1.1 Project Summary

The City's Health Department is seeking proposals from nonprofit agencies to provide interim housing operations and supportive services for the Project Homekey Round 2 Program (Program) for people experiencing homelessness. The project site for the Program is a 78-room motel property located at 5950 Long Beach Boulevard, Long Beach, California 90805. This property will be acquired and converted by the City of Long Beach and will open for operations in October 2023.

The Program will be a housing first, trauma-informed interim housing program designed to match people to housing options as they become available, and to help individuals move into permanent housing as quickly as possible. The target resident population for this project will be people experiencing homelessness with incomes at or below 30 percent of Area Median Income (AMI) who are engaged in the City's Continuum of Care (CoC) Coordinated Entry System (CES). The program will prioritize those experiencing chronic homelessness. The facility consists of 78 rooms and will operate 24 hours a day, seven days a week, year-round. Funding for this RFP will support an initial operational period of 12-months with an option to renew for three (3) additional 12-month periods at the City's discretion.

It is the applicant's responsibility to thoroughly review this RFP as well as all regulations and guidance before preparing a proposal for funding to ensure that they can comply with the RFP and all the program requirements.

1.2 Background

Since 1987, the City has attempted to address homeless individuals and families' needs through a process that engages a broad base of community stakeholders. This process encompasses the work of leaders from non-profit, faith-based, business, and educational organizations, employees, and volunteers to plan and provide a dynamic, comprehensive, coordinated system of services and programs that meet the specialized needs of people experiencing homelessness. This effort demands that each funded agency operates not only in terms of the agency's individual mission but also within the broader City-wide effort to end homelessness.

The Homekey Program Round 2 was established by the State of California as part of the California Comeback Plan and allocated \$2.75 billion in funding to expand Homekey. The purpose of this program is to create up to 14,000 new housing units for individuals and families experiencing or at risk of homelessness, who are inherently impacted or at increased risk for medical diseases or conditions due to the COVID-19 pandemic. In July of 2022, the City was awarded grant funding towards the acquisition, rehabilitation, and

operation of this property as Interim Housing. Rehabilitation of the property is expected to be completed by July of 2023.

The Program will be a housing first, trauma-informed interim housing program designed to match people to housing options as they become available, and to help individuals move into permanent housing as quickly as possible. The facility consists of 78 rooms and will operate 24 hours a day, seven days a week, year-round. Funding for this RFP will support an initial operational period of 12-months with an option to renew for three (3) additional 12-month periods at the City's discretion.

Key features of the site include:

- 54,536 usable square feet of land area
- Three motel buildings (26,985 sq ft) containing 76 guest rooms and 2 manager units
- 80 parking spaces
- Three levels in each building, elevator access, with external corridors
- 9 bus stops within ½ mile radius and proximate to the I-710 Freeway

Participants of the Program will work to achieve permanent housing while having access to housing resources and supportive services including, but not limited to:

- Onsite security
- Custodial services
- Food services
- Case management
- Transportation
- Referrals and linkages to other supportive services, including employment training, primary and mental health services, and substance misuse treatment

1.3 Objective and Goals

The objective of the Program is to provide individuals currently experiencing homelessness with low-barrier interim housing that provides temporary non-congregate shelter, on-site amenities, and linkages to supportive services – with the ultimate goal of stable permanent housing placement. This will be enabled through a program design that incorporates principles of Housing First, Trauma-Informed Care, and Harm Reduction, all evidence-based approaches to effectively serve individuals and families experiencing homelessness in this property. The Program must also collaborate with the Long Beach Continuum of Care

The goal of the City's interim housing program is to provide temporary housing for people transitioning to permanent housing within 24 months using a Housing First model to ensure stability toward defined housing goals. While some residents may only live in interim housing for a short period of time, there is no maximum length of stay.

1.4 Award Terms

The total amount of funding estimated to be available for the Program is to be determined, with potential funding through 2027, based on funding availability and performance by Awarded Contractor. The City will review for cost effectiveness and feasibility during the evaluation process.

This initial contract is for 12-months, upon contract execution, with the option to renew for up to three years. The City reserves the discretion to amend contracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

2 Scope of Work

2.1 Description of Services

The City is seeking a service operator for a 78-unit motel property that the City will acquire through the Program, with operations to begin in October of 2023. The units will be used as interim housing for people experiencing homelessness and will prioritize individuals or adult-only households who are experiencing chronic homelessness, have already been matched to a permanent housing resource and/or are high priority for housing match through the CES, or have underlying health issues that would make congregate shelter less appropriate. There may be an exception to support families but that will be reviewed on a case-by-case basis.

The selected service provider will be expected to provide 24/7 residential supervision, client services, individual case management, referrals and linkages to supportive services such as employment training/programs, mental and physical health services, substance use disorder services, building management, meal service, site security, and transportation. Entry to the facility shall remain open for Program participants from the hours of 6:00 AM to 10:00 PM, with a curfew at 10:00 PM.

The service provider shall work in collaboration with the broader CoC system in Long Beach, including participation in the Long Beach CES to ensure referrals to appropriate homeless services. For more information, see Section 2.1.3.

The selected service provider will be responsible for operating the Program at the designated site for at least twelve (12) months, with the option for renewal for up to three years. These services may be provided by the Awarded Contractor directly or through partners or subcontractors.

2.1.1 Performance Metrics and Reporting

The selected provider shall maintain and submit to the Health Department information necessary to monitor program accountability and progress in accordance with City requirements. These conditions include programmatic reports, invoices with supporting

documentation of eligible expenditures, and insurance/contract requirements as stated within the RFP. Performance measures that will be monitored include:

- Composition and demographics of household(s)
- Facility Occupancy
- Exit outcomes and permanent housing placement
- Linkages to resources and stabilizing supportive services
- Average length of stay within the program
- Adherence to principles of Housing First, Trauma-Informed Care, and Harm Reduction (see Section 2.1.2)

These performance measures provide an indication about how well projects are functioning, where improvements are necessary, and help the City identify gaps in services across the system of care. Though the Health Department will be tracking the Awarded Contractor's individual performance, that performance will also be viewed within the system of programs of the CoC. The Homeless Services Bureau will consider the above targets when looking at the Awarded Contractor's performance. In addition to reporting on outcomes, the City will ask the Awarded Contractor to provide a quarterly narrative regarding the program's operations.

The table below highlights some of the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the performance metrics of interest to the City and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Permanent Housing Placement	Program participants exit into stable permanent housing	At least 40% of program participants access permanent housing	Homeless Management Information System (HMIS)

2. Average Length of Stay	Program participants transition to other housing solutions or programs as efficiently as possible.	Average length of stay in program is less than 9 months. Exceptions can be made for participants awaiting housing placement, transfer to higher level of care, or other appropriate lodging. Please note that there is no maximum length of stay in the program.	Homeless Management Information System (HMIS)
3. Increased Skills and/or Income	Program participants increase their income through employment or government benefits programs	At least 80% of program participants successfully access benefits and/or an employment program	Homeless Management Information System (HMIS)
4. Stabilizing Supportive Services and Resources	Program participants are connected with stabilizing supportive services in preparation for permanent housing	At least 75% of participants access appropriate stabilizing supportive services, such as behavioral and physical health services	Homeless Management Information System (HMIS)
5. Facility Occupancy	Vacant units are utilized as quickly as possible to maximize impact of the facility	Monthly average of at least 95% occupancy in facility	Homeless Management Information System (HMIS)

Reporting: The Awarded Contractor shall submit quarterly and annual expenditure and performance reports on outputs and outcomes, including information on the number and demographics of participants served to date and/or reports required by the State. All funded projects are required to collect Common Data Elements and Universal Data Elements for participants using the HMIS. Quarterly reports are due within 10 days of the end of each quarter for the period of program operation. Additional submissions will be required as needed until the grant is closed out.

2.1.2 Service Principles

The Awarded Contractor shall ascribe to the principles of Housing First, Trauma-Informed Care, and Harm Reduction, all evidence-based approaches to effectively serve individuals and families experiencing homelessness in this property.

Housing First: The Awarded Contractor shall adhere to Housing First principles. Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions, such as sobriety or a minimum income threshold. Projects using a Housing First approach offer supportive services to maximize housing stability and prevent returns to homelessness; however, participation in these services is based on the needs and desires of program participants.

Trauma-Informed Care: The Awarded Contractor shall incorporate trauma-informed care into their service model, which requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. The Program operator shall 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 clients in a way that accounts for each participant's history, needs, and characteristics.

Harm Reduction: Facilities awarded through this RFP must be operated according to the harm reduction model, ensuring that participants will not face the loss of housing, ineligibility, or termination from the Program due to their inability to stop engaging in risky or harmful behaviors, aiming instead to reduce the negative consequences of such behavior, utilizing all possible interventions and support. In support of this model, the Awarded Contractor's staff and security team will have received intervention training in the case of emergencies caused by substance abuse, including the administration of Naloxone to reverse the effects of an opioid overdose. The Awarded Contractor shall also directly, or through partners or subcontractors, provide access to clinical staff, including but not limited to Licensed Clinical Social Workers, Master of Social Work, Marriage and Family Therapists, and other mental health professionals to address the

psychological stressors that often underlie such harmful behaviors, thereby preventing or reducing negative consequences. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

2.1.3 Program Operations Requirements

The Awarded Contractor shall ensure the following operations requirements are met

Hours of Operation: Entry to the facility shall remain open for Program participants from the hours of 6:00 AM to 10:00 PM, with a curfew at 10:00 PM. The Awarded Contractor shall ensure adequate supervision and staffing 24 hours per day, seven days per week.

Cleaning of Rooms: The Awarded Contractor shall ensure rooms are regularly cleaned and turned over between participants.

1. When rooms are occupied:
 - a. The provider is required to offer cleaning services to each room once a week.
 - b. Cleaning shall consist of taking out any trash and cleaning the floors within the room and bathroom. Participants should have the right to decline cleaning services, but rooms should be inspected to ensure that there are no safety concerns.
 - c. When cleaning occurs, the participant should be offered toilet paper and any other hygiene supplies they are needing, as well as a new towel if needed. Participants should be offered new sheets at least once a week. Supplies shall be provided by the provider.
2. When a room has been vacated by a participant and is being prepared for a new participant:
 - a. Room should be fully cleaned, which includes sanitizing all high touch point surfaces and disposal of garbage
 - b. Linens, towels, and toiletries should be replaced.
 - c. Left behind personal documents or items that appear to have value should be catalogued and stored for 90 days

Cleaning of Common Areas and Outdoor Spaces: The Awarded Contractor shall ensure the cleaning of all indoor and outdoor common areas within the Program site. This includes removing of any trash and ensuring that high touch areas such as tables, chairs or other areas are sanitized and washed regularly.

Residential Supervision and Building Management: The Awarded Contractor shall ensure adequate staffing and supervision for the Program at all times, including a shift supervisor and shelter associates/monitors for all three motel buildings.

Program Intake: The Awarded Contractor shall allow for intake of new residents at least five (5) days a week during regular business hours, for as long as beds are available. For the twenty (20) triage beds, the provider shall have a procedure to conduct a short intake process between the hours of 5:00 P.M. to 8:00 P.M., Monday through Friday, and on the weekend as needed between 8:00 AM and 5:00 PM. Intakes and assessments shall utilize assessment procedure and documentation summarized in Section 2.1.6.

Meal Service: The Awarded Contractor shall be responsible for coordinating with a food vendor for receiving and distributing three meals a day for each participant. Meals shall be provided at reasonable times (morning, afternoon, and evening). Meals must be nutritious, varied, and of sufficient size and calories for adults. Meals must also be responsive to any dietary restrictions that a participant has, including medical requirements such as soft foods and low sodium diets. Participants should have access to fresh fruits and vegetables daily. The Awarded Contractor shall be responsible for purchasing and distributing beverages as well as small snacks. Participants shall be allowed to bring personal food and beverages into the program area.

Service Animals: The facility shall be equipped to accommodate participants' service animals, ensuring low-barrier access and a welcoming, non-discriminatory space for people with disabilities. These services include providing pet food, supplies, and connection to veterinary services as needed.

Site Security: The Awarded Contractor shall provide security staff coverage on the site ensuring coverage for 24 hours per day at seven days per week (24-7). Security shall be trained in the guiding principles of trauma-informed care and practices to ensure the safety and well-being of participants, staff, the surrounding community, and promote the participants' continued success in the program. The guiding principles include: 1) safety, 2) trustworthiness and transparency, 3) peer support and mutual self-help, 4) collaboration and mutuality, 5) empowerment, voice and choice, and 6) cultural, historical, and gender issues. Security must have an active guard card and be distinguishable as security through uniform. Security must be uniquely trained in de-escalation / conflict management and have experience working with people experiencing homelessness. The Awarded Contractor may choose to staff its own security as long as the above requirements are met.

Social Distancing and Infection Control: The Health Department takes infection control very seriously, and the safety of City staff, project participants, and contractors is the highest priority. The Awarded Contractor shall abide by all Federal, State, and Local

guidance around public health orders. While present at the shelter sites, all personnel will be required to wear Personal Protective Equipment (PPE) while maintaining a minimum of 6-feet distance from all other individuals. The Awarded Contractor will be responsible for providing PPE to staff and program participants as needed. Please refer to the City's Safer at Home Order for Control of COVID-19 for additional guidance in reducing the spread of COVID-19.

2.1.4 Participant Supportive Services Requirements

The Awarded Contractor shall provide the following services to program participants

Service	Description
Coordinated Entry System (CES)	The Awarded Contractor shall work in collaboration with the broader (CoC) system in Long Beach, including participating in the Long Beach CES to ensure that persons experiencing homelessness will have access to the same resources, referrals, and assessment and prioritization process. The Awarded Contractor shall participate in CoC's CES intake process, including direct service for and referrals to appropriate homeless programs, prevention and diversion, mainstream resources, and housing. The Awarded Contractor shall participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care. Funded projects must fill project vacancies from the CES hubs/prioritization list.
Coordination with Other Resources	The Awarded Contractor shall coordinate and integrate, to the maximum extent practicable, activities with other programs targeted to people experiencing homelessness in Long Beach: mainstream benefits, housing, health, social services, employment, education, and youth programs for which individuals and families are experiencing or at-risk of homelessness, may be eligible. The Awarded Contractor shall also assist each program participant, as needed, to obtain: 1) appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, linkage to mainstream benefits, and other services essential for achieving independent living; and 2) other Federal, State, Local, and Private assistance available to support the program participant in obtaining housing stability.

Individual Stability Plans	Following intake and assessment, Case Managers shall develop a Housing and Services Plan in coordination with the participant. The Plans shall be updated as the participant's situation changes, and steps are completed or revised accordingly.
Mental and Physical (Primary) Health Services	Staff and volunteers shall be regularly trained on common physical (primary) and mental health programs of people experiencing homelessness and how to obtain needed and appropriate services.
Participant-Centered Case Management	The Awarded Contractor shall develop a plan to provide Housing-Focused Case Management Services to assist residents to move forward in accessing permanent housing through referrals to housing programs (such as Rapid Rehousing, affordable housing, etc.). This includes, but is not limited to, support with completing housing applications, accompanying the resident to housing appointments and/or leasing appointments.
Problem Solving/Diversion	The Awarded Contractor shall agree to ongoing assessment for the possibility of diversion to assist the participation in self-resolving their housing crisis and/or making reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the potential resident. At referral to the program, all participants will have had an initial problem-solving conversation.
Substance Use Disorder Services	Residents shall be provided with referrals to substance use disorder services as requested. At minimum, this shall include providing regular training about substance abuse use disorders and how to obtain needed and desired services as appropriate.
Transportation	The Awarded Contractor shall provide transportation services to participants to ensure access to essential appointments and coordinating services. Transportation may be provided through taxi vouchers or public transportation assistance.

2.1.5 Facility Maintenance

Maintenance and Repairs: The Awarded Contractor will be responsible for conducting minor repairs and maintenance, not to exceed \$1,000 in value. Any major repairs or maintenance costs exceeding \$1,000 in value will be provided by the City. The City will be responsible for the cost of scheduled ongoing maintenance and other necessary major repairs to the facility and property, such as painting or landscaping. The City will

cover repairs related to building structural issues and mechanical, plumbing, and electrical repairs that are estimated to exceed \$1,000 in cost. The provider will be responsible for the repair of minor damage and incidentals including, but not limited to, changing light bulbs, unclogging toilets or sinks, replacing doorknobs, stain removal, and limited to other tangible assets not to exceed \$1,000.

Utility Costs: The City will cover all utility costs to operate the Program, including electricity, water, sewage, and internet connection

2.1.6 Other Service Provider Requirements

The following details other requirements from the selected provider

Certification of Homelessness or At-Risk of Homelessness: The Long Beach CoC has standardized certification documents to meet HUD recordkeeping requirements for 3rd Party Verification, self-certification, and due diligence efforts of providers to obtain necessary backup documentation of eligibility. The Awarded Contractor shall document that the persons served are homeless as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, using Long Beach CoC standardized forms.

All program participants must meet the specific criteria for each component type identified the requirements set forth in the Long Beach CoC Written Standards. The Awarded Contractor shall document that the persons served are "homeless" or "at-risk of homelessness" as defined in 24 CFR § 576.2, using Long Beach CoC standardized forms. Eligibility will be determined through the Long Beach CES.

Confidentiality: The Awarded Contractor shall develop and implement procedures to ensure the following: 1) all records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives assistance will be kept secure and confidential; 2) the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted will not be made public, except with the written authorization of the person responsible for the operation of the shelter; and 3) the address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or sub-recipient, and consistent with State and local laws regarding privacy and obligations of confidentiality.

Cultural Humility and Affirming Service: The Awarded Contractor shall consider cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to: race, ethnicity, gender identity, sexual orientation, economic class, age, family status, language spoken and understood, disabilities, living situation, etc. Proposers must demonstrate the capacity

and experience to work with diverse populations (i.e. youth, LGBTQ+, individuals living with disability, veterans, victims of domestic violence, etc.). Communication and services must be responsive to the participant's cultural context and socioeconomic identities.

Homeless Management Information System (HMIS) Participation: The Awarded Contractor shall participate in the Long Beach HMIS, with program participant data entry required daily for service coordination purposes. User licenses and training will be provided by the Health Department staff. However, legal services providers electing to use a comparable system or victim service providers whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking, are prohibited from entering personally identifying information to HMIS, therefore must utilize a comparable database. The comparable database must ultimately meet the requirements set forth by HUD in 24 CFR part 580. A review of the comparable system will be conducted for any awarded agencies that are victim service providers or legal services providers.

Program Participant Eligibility: Funding must be used for the sole benefit of homeless persons or persons at-risk for homelessness in Long Beach. The Awarded Contractor shall ensure that all program participants meet the project's applicable eligibility requirements. At a minimum, this requires an initial evaluation – conducted in accordance with the coordinated assessment and written standards – to determine 1) the eligibility of each individual or family for assistance; and 2) the amount and types of assistance needed to (re)gain stability in permanent housing.

Universal Assessment: The Awarded Contractor shall utilize the universal assessment tool adopted by the Long Beach CoC to assess program participants' housing and service needs. Currently, the Long Beach CoC is utilizing the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

2.1.7 Contract Management

The Awarded Contractor shall maintain and submit to the Homeless Services Bureau adequate information necessary to monitor program accountability and progress in accordance with the program and City requirements. These conditions include programmatic reports, monthly invoices with supporting documentation of eligible expenditures, and insurance/contract requirements as stated within the RFP. The Awarded Contractor shall designate a primary and backup representative for communication with the City and will be available to meet with the City on a quarterly basis.

2.1.8 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed.

Funds may be used to pay for site operations, supportive services, and other associated costs to provide a homeless individual a safe place to reside while linkage to the CES is facilitated for longer term housing options. Eligible costs for the Program may include:

OPERATING COSTS	SUPPORTIVE SERVICES
<ul style="list-style-type: none">• Security• Insurance• Materials and supplies• Food and beverages• Site amenities• PPE / Medical supplies• Transportation• Administrative costs	<ul style="list-style-type: none">• Program oversight• Case management• Linkages to social services and resources

3 How We Choose

3.1 Minimum Qualifications

To be eligible to apply to this RFP, proposers must demonstrate fiscal, staffing, and budgetary capacity to operate an interim housing program. The Proposer may meet the requirements specified in this RFP in its entirety or may partner with other organizations or subcontractors to perform the scope of work. In addition, applicants must meet the following conditions:

- The applicant must be a non-profit organization;
- The applicant must have at least two years of experience providing homeless services or other similar social services;
- Applicant must have a Dun and Bradstreet Universal Numbering System (DUNS) number;
- The applicant, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government; and
- The applicant does not have unresolved current or past contract non-compliance, non-performance, suspension, termination, or other adverse audit finding with one or more funders in the past five (5) years.

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

- 1. Meet the minimum qualifications stated in section 3.1 of this RFP.**
- 2. ORGANIZATIONAL CAPACITY AND EXPERIENCE**
 - Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.
- 3. PROJECT DESIGN**
 - Demonstration of the utilization of best practices in their proposed project and the extent to which concepts of Housing First, Harm Reduction, and Trauma-Informed Care are embedded.
- 4. COORDINATION AND COLLABORATION**
 - The extent to which the proposal is integrated with the Continuum of Care system and evidence of past collaboration with partnering agencies.
- 5. COMMITMENT TO RACIAL EQUITY**
 - Experience working with vulnerable populations and diverse communities and demonstrated understanding of systemic racism.
- 6. BUDGET AND COST EFFECTIVENESS**
 - Feasibility, reasonableness, and optimization of the proposed budget.
- 7. PERFORMANCE**
 - Previous success in similar engagements and programs working with people experiencing homelessness.

3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	December 2022	<ul style="list-style-type: none"> • An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Negotiation & Contractor Selection	January 2023	<ul style="list-style-type: none"> • Selected Contractor(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

		<ul style="list-style-type: none"> Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	January - February 2023	
Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> Upon request.

4 Proposal Instructions & Content

4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	Oct. 28, 2022	
Optional Pre-Proposal Meeting	11:00 am Nov. 10, 2022	<ul style="list-style-type: none"> https://longbeach.gov.zoom.us/meeting/register/tJlrf-uppzwjEtVECbhmOZbQynOznBp_l3DT RSVP Instructions, i.e.: RSVPs are requested, but not required. Please RSVP using the "RSVP" button on Long Beach Buys.
Questions due to the City	11:00 AM Nov. 16, 2022	<ul style="list-style-type: none"> Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	Nov. 22, 2022	<ul style="list-style-type: none"> Responses to the questions will be posted on the City's portal, available at http://longbeachbuys.com/.
Proposals due	11:00 AM Dec. 06, 2022	<ul style="list-style-type: none"> Proposals should be submitted electronically via the City's portal, available at http://longbeachbuys.com/. Late proposals, or proposals submitted through other channels will not be accepted. Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> Proposers will receive an e-bid confirmation number with a time stamp from Long Beach Buys indicating

that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.

- o Technical support is available by phone at (562) 570-6200
- o Support resources including a list of Frequently Asked Questions are available on Long Beach Buys at <http://longbeachbuys.com/>.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed below in Section 4.3.
<input type="checkbox"/> Cost Proposal	The Cost Proposal should be uploaded in Microsoft Excel format. Applicants are required to submit a competitive twelve (12) month budget as part of the application submission. The City will reimburse up to 10% of indirect administrative costs of the proposed project.
PROPOSAL APPENDICES	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> • Financial Statement or Annual Report • Business tax return • Statement of income and related earnings
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	

NON-MANDATORY ATTACHMENTS <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>
<input type="checkbox"/> B. W-9
<input type="checkbox"/> C. Business License
<input type="checkbox"/> D. Proof of Registration with Secretary of State
<input type="checkbox"/> Long Beach Buys <i>Ensure your organization's Long Beach Buys profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.</i>

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information. Each question will have a 1000-character limit, which should allow sufficient space to provide detailed and concise responses. It is recommended to draft responses in a Word Document.

Contact and Organizational Information

1. Provide the Company Name, Company Address, Website, and Federal Tax ID Number for the organization.
2. Provide the Name, Title, Email Address, and Phone Number of an authorized representative for the organization.
3. OPTIONAL: Provide the Name, Title, Email Address, and Phone Number of a second point of contact.
4. Provide the organizational structure of the organization (nonprofit, sole proprietorship, partnership, corporation, limited liability company, or other). If the organization is a corporation, please indicate the state of incorporation and date of incorporation.

Organizational Capacity and Experience

1. Provide concrete examples that illustrate your organization's experience and expertise in (1) working with and addressing supportive service needs of homeless populations and (2) developing and implementing relevant program systems and services.
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2. Describe your organization's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers.
3. Describe steps that your organization will take to ensure that you will be ready to start services at the Project Homekey Site by October 2023.
4. Funding for the subcontract will be disbursed on a cost-reimbursement basis. Describe your organization's experience and capacity to maintain operational cash-flow while reimbursements are in process.

Project Design

1. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.
2. How will your organization incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?
3. Describe your organization's staffing plan and how it will cover the service responsibilities required of this program.
4. Describe your organization's approach to Diversion Interventions that creatively engage participants to empower them to use their own resources to resolve their housing crisis before entering the CES.
5. Describe how your organization will provide all operational needs of the site (including security, sanitation, maintenance, administration, etc.).
6. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.
7. How will your program regularly receive and incorporate participant feedback?
8. Describe your organization's safety plan for staff and participants at the site.

Coordination and Collaboration

1. Describe your organization's outreach plan to bring households experiencing homelessness and/or households at-risk of homelessness into the project. Provide a brief explanation of how households will be identified, referred to the project, and connected with assistance, services, and/or housing from partner agencies.
2. Describe your organization's approach to collaboration with the CES.

Performance

1. Describe how your organization will track and evaluate the effectiveness of your project.
2. Describe what performance metrics your organization will monitor and the approach to achieving these targets. Be sure to identify tools that your organization will utilize to capture data or document that project goals are being met.
3. Describe your organization's experience using a HMIS or comparable database system.
4. Detail how your organization will actively work to identify and address performance concerns.

Commitment to Racial Equity

1. Describe your organization's experience working with and serving culturally and racially diverse populations.
2. Describe any plan and work that your organization has undergone to improve racial equity.
3. How are people with lived experiences and individuals from vulnerable populations engaged in your organization's planning and decision-making processes? Describe the policies or practices in place that ensure the experiences of marginalized communities are represented in your organizational infrastructure.

Communications & Reporting

1. Describe your organization's financial accounting system and its capacity to administer the accounting requirements of this project.
2. Describe your organization's experience in leveraging other Federal, State, local, and private sector funds.
3. OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage and how it will be utilized to enrich services within Project Room Key.

Cost Proposal

Applicants are required to submit a competitive twelve (12) month budget as part of the submission, which should include a breakdown of monthly and aggregate costs for the full contract period. Please note that the budget should not exceed 10% in total for administration costs.

Cost proposals should consider the following costs:

Budget Item	Guidance
Staffing	
Project Manager/Director	
Shift Supervisor	1 shift supervisor required on site at all times
Shelter Associate	Minimum 2-3 shelter associates required at all times
Case Manager	Minimum 2 case managers required at all times
Security	Minimum 2 security required at all times
Janitorial/Maintenance	Weekly cleanings of communal areas. Participant rooms must be offered to be cleaned weekly, with new linens available weekly
Operating Costs	
Utilities	Covered by the City
Building Maintenance	See Section 2.1.3. The provider will be responsible for conducting minor repairs and maintenance (not to exceed \$1,000 in value). Any major repairs or

	maintenance costs exceeding \$1,000 in value will be provided by the City.
Office Supplies	
Hygiene/Room Supplies	
Personal Protective Equipment	
Cleaning Supplies	
Linens & Materials	Replace worn-out linens, pillows, blankets, etc.
Cable	
WiFi (Internet Connection)	
Insurance Costs	
Transportation	Support to provide transport to essential appointments
IT Support	
Staff Development/Training	
Administration	Capped at 10% of the total budget

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor / Agency: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Department of Health and Human Services
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.
11. Applicant/Agency/Provider/Organization: The organization that is seeking an awarded contract with the City of Long Beach, CA for the services identified in this RFP.
12. City: The City of Long Beach and any department or agency identified herein. For the purposes of this RFP, City may also denote the Homeless Services Division in the Department of Health and Human Services.
13. Continuum of Care (CoC): A regional or local planning body that coordinates housing and services funding for homeless families and individuals. Defined by the U.S. Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
14. Coordinated Entry System (CES): A centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations designed to coordinate homelessness program participant intake, assessment, and provision of referrals.
15. Evaluation Committee: An independent committee comprised solely of representations of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select an agency.
16. Homeless: An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes: (1) a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground) or (2) publicly or privately operated shelter or transitional housing, including a hotel or motel paid for by government or charitable organizations. Same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
17. Homeless Management Information System (HMIS): The information system designated by a CoC to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term 'HMIS' also includes the use of a comparable database by a victim service provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations. The City currently uses Clarity platform by Biffocus.

18. Homeless Youth: Unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). 'Homeless youth' includes unaccompanied youth who are pregnant or parenting.
19. Multi-Service Center (MSC): A centralized hub that serves as a primary point of entry for persons seeking homeless services in Long Beach. Services range from basic amenities of shower, laundry, mail, case management, transportation, medical care, mental health, substance abuse treatment, and housing navigation.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.

9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
11. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
17. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law.

Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

20. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
21. If the Contractor elects to use subcontractors, the City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
24. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's

proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
29. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
32. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to Attachment G for further information regarding the requirements of the ordinance. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded

Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If services are provided to minors or other vulnerable groups, coverage for allegations of abuse or molestation shall be included.
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.
 - c. If professional services (such as counseling or psychotherapy) are part of the scope of services, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Contract.
 - d. If the services provided pursuant to this Contract may be delivered remotely, electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that

coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
10. The provisions of this Section shall survive the expiration or termination of this Contract.

5.4 Additional Requirements

Contractor shall abide by all terms contained in the existing agreement between the City of Long Beach and the California Department of Housing and Community Development (HCD). Note that the funding contracts for the Program are expected to be executed in July 2022 and will be accessible to the public once conformed.

5.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information. Each question will have a 1000-character limit, which should allow sufficient space to provide detailed and concise responses. It is recommended to draft responses in a Word Document.

Contact and Organizational Information

1. Provide the Company Name, Company Address, Website, and Federal Tax ID Number for the organization.
First to Serve, Inc. 1017 W. 50 th St. Los Angeles, CA 90037 www.firsttoserve.org [REDACTED]
2. Provide the Name, Title, Email Address, and Phone Number of an authorized representative for the organization.
Rev. Richard Reed CEO rreed@firsttoserve.org 323 -595-7502
3. OPTIONAL: Provide the Name, Title, Email Address, and Phone Number of a second point of contact.
Christina Verjan Director Of Contracts cverjan@firsttoserve.org 213-298-6237
4. Provide the organizational structure of the organization (nonprofit, sole proprietorship, partnership, corporation, limited liability company, or other). If

the organization is a corporation, please indicate the state of incorporation and date of incorporation.

First To Serve is a 501 (c) (3) nonprofit that was incorporated in the State of California in 2003.

Organizational Capacity and Experience

1. Provide concrete examples that illustrate your organization's experience and expertise in (1) working with and addressing supportive service needs of homeless populations and (2) developing and implementing relevant program systems and services.

Since its inception 2003, First to Serve (FTS) has focused on providing transitional housing, medical, and supportive services to homeless men, women, and children in South Los Angeles, all while promoting family reunification, and supporting efforts to assist families in remaining intact.

Via this proposal, we seek to further expand our delivery of housing and support services in the City of Long Beach as we recognize and pivot to focusing our attention on the growing number of people experiencing homelessness in the city over the past few years, and the significance increase of 123% increase since 2020. Specifically, in 2019, the Homeless Count identified 1,894 people experiencing homelessness. More than 33% or 632 were considered to be chronically homeless. In 2020, this number increased to 2,034, with more than 32% or 665 identified as being chronically homeless. In 2022, this number increased to 3,296 with nearly 40% or 1,282 identified as being chronically homeless. These numbers represent an increasing trend in homelessness in general, and a significant increase in the number of individuals defined as being chronically homeless.

It is anticipated that due to the COVID 19 Pandemic and the myriad of negative social and economic impacts attributed to it, the overall number of people experiencing homelessness in the City of Long Beach will continue to see significant increases. These increases and the assortment of problems associated with them are not isolated to the provision of housing services alone. In recent weeks for example, business owners in the Downtown area, have publicly voiced their discontent and general anger at the city for failing to address the homeless problem in the area. They have vehemently voiced their concerns regarding their safety and that of their patrons, and the growing problem of public nuisance in general, and with public intoxication, urination, and defecation by homeless individuals in the area specifically. Further, they have indicated that these factors have directly led to the increasing incidence of crime in the areas and have

demanded the attention of city leaders. Similar sentiments have been voiced, but less publicized, among business owners in North Long Beach where the facility is located.

FTS has demonstrated the capacity to respond to crises through our housing and interim shelter programs when they were needed, especially during the COVID-19 Pandemic. Our ability to operate in various regions throughout Los Angeles County illustrates our capacity to ramp up, build infrastructure, operate housing, and shelter programs would benefit the City of Long Beach tremendously.

Currently, FTS has 1,194 beds across 17 sites, emblematic of our nearly two decades of experience and our commitment to providing much needed housing and supportive services for people experiencing homelessness. We operate a variety of crisis and shelter sites serving the diverse needs of single men, women and families experiencing homelessness. FTS's sites include family shelters, domestic violence shelters, crisis and bridge housing, Time Limited Subsidies (TLS), and interim housing programs and/or sites.

FTS has experience and capacity and is well positioned to operator the Long Beach Project Homekey (PHK) program and to begin on the proposed start date. Due to our history of operating other large sites as evidenced by our current contract with the City's ABC Year-Round Shelter site (125 beds), Vernon Avenue site (175 beds), Coronado site (124 beds), Figueroa site (84 beds), Harbor City PHK site (54 beds), and a former Hacienda Heights PRK site (224 beds), we have demonstratable expertise in start-up and operation including navigating various systems to ensure effective and timely implementation of all program activities.

For each of the aforementioned programs, our management staff has developed and implemented systems that address the supportive service needs of people experiencing homelessness. Those systems include a robust case management program that addresses individual service needs by, increasing income, obtaining public service benefits, and connecting participants to medical, emotional/psychological education, alcohol, and other drug services. FTS has developed strong working relationships with local vocational and medical programs to increase the stability and income of people experiencing homelessness. These entities include LA Works Career Center, YES, Work-Source, Department of Rehabilitation, The GROW Program, CBEST, Chrysalis and many others. In instances in which work is not possible due to health or other issues, we assist our participants in accessing other public benefit programs designed to increase their income.

In March 2020, when the City and County of Los Angeles declared a public health emergency related to combating the spread of COVID 19, with over 63,700 men, women and children experiencing homelessness in Los Angeles County, the pandemic highlighted the need to expand shelter and bed capacity across Los Angeles County.

FTS immediately answered the call by intensifying our collaboration with the County's Department of Public Health, the Department of Health Services, and community partners, to enhance our respiratory safety protection programs, and to leverage our robust communication system to disseminate the ever-changing information swiftly and effectively to our staff and those we serve. We also responded to the Los Angeles Homeless Services Authority's (LAHSA) call to action by quickly setting up additional shelters, Isolation and Quarantine (IQ) sites, and operating five (5) Project Roomkey hotels located in Service Planning Area(s) (SPA) 2, 3, 4, 6 and 8. Additionally, we also converted 12 Recreation and Park sites to shelters and support 598 people experiencing homelessness across Los Angeles County. These programs represented a coordinated and collaborative effort with LA County's Health and Disaster Service Workers, the Los Angeles Fire Department, the Los Angeles Police Department, Go RN and various security vendors. In addition, we operated 50 trailers that were temporarily placed in SPA 5 (Westwood) and SPA 6 (Green Meadows) in response to the COVID-19 pandemic and the need to isolate homeless individuals.

Utilizing Housing First and, Trauma and Resilience Informed approaches that are implemented across all our programs, FTS utilizes diversion principles and problem-solving to decrease the length of stay within our programs and to expand capacity to other homeless resources, specific to interim housing. We work collaboratively within the Long Beach Coordinated Entry System (CES) to assist people experiencing homelessness to quickly secure long-term or permanent solutions to homelessness. Additionally, FTS staff, Case Managers (CM), and Intake Specialists, work to find safe and viable solutions outside the CES that include, but are not limited to, supporting individuals in locating permanent housing on their own, permanent shared housing with family and/or friends, with a plan for permanency.

2. Describe your organization's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers.

First To Serve, Inc. is a 501(c)(3) nonprofit organization, guided by a five-member Board that operates with a staff of 150 full-time and 50 part-time employees, which increases significantly to 300+ staff during the winter months. Our management staff includes the Executive Director, Chief Operating Officer, Director of Finance, Directors of Contracts and Compliance, Senior Manager of Human Resources, and the Director of Programs. A clear line of authority exists from the Board to the management staff.

The CEO is hired by the Board and has over 25 years of experience working in the

homeless services field. The other culturally diverse senior management staff also have extensive experience working with people experiencing homelessness, administering multi-year contracts with LAHSA, Department of Mental Health (DMH), and the Department of Health Services (DHS). Their collective experience exceeds seventy-five years.

3. Describe steps that your organization will take to ensure that you will be ready to start services at the Project Homekey Site by October 2023.

FTS will be ready to start operating the facility upon signing a contract with the city. We have a dedicated ramp-up team whose primary role is to assist with the implementation of new sites and programs. These responsibilities also include onboarding and providing training to newly hired staff about the expectations, requirements, program operations, operations and FTS' internal policies and procedures.

This core ramp-up team is comprised of Program Managers, Case Managers, Administrative Assistants, Food Servers, Security Personnel, and other support staff. It is important to note that while these staff titles may not be reflected in the RFP for this project, the duties of each role are reflected within, and our titles can change as required. New staff also participate in the well-established First To Serve Training Academy. Training includes Case Management, Trauma and Resilience Informed Care, Respiratory Infection Control Protocols, Crisis Intervention training, Emergency Evacuation Training, and the Racial Equity Series of training.

Further evidence of FTS' readiness to take control and manage the site is the fact that we have a Program Director, John Sutton who is already in place to provide oversight to bringing the project online. As the Director of LAHSA and CES Programs, Mr. Sutton, has more than twenty years of experience in the homeless services field with more than twelve as a Program Manager and Director.

FTS's Human Resource Department stands ready to secure and train other needed staff, including program managers, case managers, intake specialists, security officers, drivers, and food servers will be recruited and hired. Interviewing and on-boarding will commence when the contract is awarded and will continue until all vacant positions are filled. To align staff with the program expectations, program management staff will plan for all program activities, review the program's SOW, compliance strategies, and will plan program implementation strategies.

All staff will be on-boarded no later than September 1st, as they will be required to participate in a one-week training program cohort designed to ensure they understand their roles. The topics covered will include but are not limited to 1) The complexities of

working with culturally diverse people experiencing homelessness; 2) Long Beach PHK purpose and expectations; 3) Job Roles and Responsibilities; 4) Maintaining Personal and Participant Safety; 5) Resource Mapping for Case Management; and 6) Trauma and Resilience Informed Care I and II. In addition, staff will utilize this preparation time to become familiar with the facility and community partners. Team building activities will be incorporated into the shake-out period to ensure an elevated level of professional and social cohesion among the staff.

In summary, FTS will leverage our many years of experience, established logistical processes, and our dedicated ramp-up team to start operation and services at the PHK site by October 1, 2023.

4. Funding for the subcontract will be disbursed on a cost-reimbursement basis. Describe your organization's experience and capacity to maintain operational cash-flow while reimbursements are in process.

FTS has had a long history of working with and managing significantly large, cost-reimbursement contracts for as much as \$4m with county entities such as the DMH, the DHS, and the Department of Public Social Services (DPSS). In addition to Long Beach, FTS has held and/or currently holds contracts with the cities of Los Angeles, Santa Monica, and Glendale.

Notwithstanding, FTS has contracted with LAHSA for more than two decades and has executed more than 15 cost-reimbursement contracts. These contracts range from several hundred thousand dollars to \$4m. Additionally, FTS maintains cost-reimbursement contracts in varying amounts with entities such as The United Way Greater Los Angeles, Brilliant Corners, Special Services for Groups, (SSG), Health Right 360, and First AME Church.

Regarding our capacity to maintain operational cash flow, FTS is uniquely positioned to do so with healthy cash reserves, as reflected by our 2021 Financials showing approximately \$1.1m and two lines of credits totaling \$500,000 from Bank of the West- (\$250k) and East-West Bank (\$250k).

Our Finance Department is well versed in contract language, budget management and compliance and is responsible for managing the organization's \$25m budget, of which approximately 86% is derived from cost-reimbursement contracts.

Project Design

1. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.

To determine which services each participant will receive; Case Managers will administer the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT)-a standard assessment widely used by homeless service providers to determine participants' acuity levels and needs. Based on the information learned, Case Managers will work with participants to develop an Individualized Housing Services Plan (HSP) that will identify objectives, corresponding action steps, and expected completion dates, all in service of helping participants attain permanent housing. Depending on participants' needs, referrals will be made to a spectrum of services such as medical and mental health care, substance use disorder treatment, legal services, and/or workforce development centers. Case Managers review the HSP with participants at every meeting to discuss progress made, address challenges faced, and update the HSP as changes occur. Each Case Manager will maintain a caseload of approximately 1:25.

Based on the information learned, Case Managers will work with participants to develop an individualized Housing Stability Plan (HSP) that will identify objectives, corresponding action steps, and expected completion dates, all in service of helping participants attain permanent housing. Depending on participants' needs, referrals will be made to a spectrum of services such as medical and mental health care, substance use disorder treatment, legal services, and/or workforce development centers. Case Managers review the HSP with participants at every meeting to discuss progress made, address challenges faced, and update the HSP as changes occur. Each Case Manager will maintain a caseload of approximately 1:25.

Participants will receive housing-focused case management for the duration of enrollment. FTS will use a progressive engagement approach and work collaboratively with each participant to tailor the services to their unique needs to be stably housed. Case Managers assess participants' case management needs at each meeting, and as participants' needs for services increase, the frequency of case management sessions may increase as well. Based on our standard, at a minimum, participants will receive two case management sessions per month. This progressive engagement approach recognizes the need for flexibility given the dynamic nature of people's lives, enabling FTS to meet participants where they are. Staff delivering services will include Program Managers, Case Managers, and Intake Specialists. Program Managers are responsible for the program and facility oversight including daily

operations, safety of participants and staff, implementation of service delivery and facility maintenance.

In our efforts to assist program participants to obtain permanent housing, First To Serve has established relationships with entities such as Altman Properties, TDI Properties, PATH, Union Station as well as MOAs with FAME Housing Corporation, the largest non-profit/non-governmental provider of housing in the area, and the Richard N. Hogan Manor. Per our agreement, these entities will provide housing assistance services to facilitate program participants' transition into permanent housing units. Additional efforts will be made to secure MOUs with other permanent housing providers in and around Long Beach and continue to work with the Multi-service Center, South Bay Coalition To End Homelessness, and other providers in and around Long Beach.

In addition to the two formal agreements that have been secured with the above-mentioned agencies, program staff will also work with other housing agencies with which they have previous working relationships. For example, Shelter Partnership, Inc., Los Angeles Housing Authority, Los Angeles Housing Trust, Beyond Shelter, City of LA Housing Assistance for PWA, LA Federal Housing Project, Housing Opportunity For Persons with AIDS (HOPWA), Section 8 Housing Assistance Program, and SRO Housing will be among the other housing agencies with whom the Case Manager and the residents will work to secure permanent housing. It is anticipated that assistance will be given to residents in order to secure Section 8 vouchers, low-income housing, and/or Long Beach EHV program. Furthermore, FTS is currently working closely with PATH Lease Up. The program Lease Up matches rent-ready tenants with property developers, owners, and managers within the City of Long Beach, to make renting easier and more reliable. The program offers financial incentives for property developers, owners, and managers and many landlords who participate in this program have full building occupancy in 30 days or fewer. The program offers vacancy loss guarantees to lessors. Each unit rented through Lease Up is protected by maintenance support and vacancy loss funds to cover unplanned expenses that the landlord may encounter.

First To Serve staff will be providing assistance to the program participants to ensure that identified housing barriers are eliminated. The Case Manager will continually monitor the housing component of the participants' individualized Housing Stability Plan and will work with them to make appropriate modifications as necessary. **It is important to note that from January 2020 to this date, we have placed 1,327 individuals into permanent housing.**

Case Managers are responsible for connecting participants to the supportive services they may need while fostering life skills. Additionally, they are responsible for maintaining the participant file in Long Beach Homeless Management Information

System (LBHMIS). As stated previously, the Case Managers develop the HSP in collaboration with the participants based on their specific needs. Furthermore, Case Managers follow-up to ensure that participants attend all appointments, assist participants to identify an obtain housing, complete rental applications, and review lease language to ensure that participants understand the requirements. Finally, Case Managers leverage partnerships with various other social service organizations in LA County to help participants attain permanent housing, increase their income, and obtain other services that support sustainable permanent housing. Once a participant has been matched or attains permanent housing, the Case Manager will also connect them to additional local community resources to ensure permanent housing retention.

The Intake Specialists are responsible for coordinating with outside agencies such as outreach and the Long Beach Multiservice Center and other shelters for new participants. Additionally, they support the case managers and the Program Manager to ensure connection of services to new enrollments. The proposed interventions are housing-focused case management, which include linkages to, transportation, and behavioral health care, among other local community resources.

In addition to the utilization of the LBHMIS system, the implementation of a case management system provides for a multisystemic approach for mobilizing resources for participants and decreases fragmentation and duplication of services. Therefore, a centerpiece of our program is the utilization of our web-based Leverage Coordination System, which utilizes an Apricot 360 application and run by our case managers who are also responsible for facilitating and coordinating referrals for the program participants, and for those referred to him/her by the City's CES. Referrals will be made to other community agencies, city, and state offices, to medical, social, and legal entities. In addition, the case managers will serve as the liaisons between the support service network, i.e., our affiliated partners, and the participants.

2. How will your organization incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?

First To Serve recognizes the importance of incorporating evidence-based, best practices into the development and implementation of all our programs and services. These include housing first, harm reduction, and trauma and resilience-informed care. As such, the following paragraphs discuss the specific ways in which these practices are incorporated into our programming and the program design.

Housing First:

Our programs, like the proposed operation of the Long Beach PHK, operate utilizing the Housing First Model. FTS emphasizes participant choice in terms of housing,

support, and engagement. One tenet of the Housing First Model is that housing is provided first, then supports follow. Other key tenets of Housing First are to access to safe housing; that everyone can achieve housing stability; that everyone is housing ready; that achieving stable housing improves the quality of life; that everyone has the right to self-determination, dignity, and respect; that housing and services are based on needs, physical health, mental health, and employment. FTS demonstrates these tenets by providing low-barrier housing opportunities, and access to supports which may include but are not limited to physical and mental healthcare, education, employment, substance abuse treatment, mainstream/ public benefits support, and other local community connections.

FTS further incorporates these principles in our program design by ensuring that individuals in crisis are quickly sheltered, provided with food, clothing, and hygiene items; and engage them in the problem-solving process early to mitigate imminent needs. If the participant is unstable to participate or decompensating, we address those emergent needs first through referral to psychiatric services. We support individuals/families who desire to increase their skills and income through work or education by referring them to employment and educational programs and proving referrals to other public benefit programs.

Housing assistance is provided via our use of Housing Specialists and Housing Navigators. These key staff offer concrete and effective support to PEH who may still be facing challenges with issues of daily living and decision-making as they seek to restore housing stability. Our Case Management services instantly connect PEH to permanent housing, working collaboratively with each participant to find sustainable housing that fits their day-to-day needs.

Harm Reduction:

During the intake to FTS programs, all participants are educated about FTS incorporates the Housing First Model, during their case management and operations. FTS incorporates the Harm Reduction model into its operations, as a means of empathically addressing the needs of those who may be actively engaged in behaviors that present as barriers to sustainable housing and successful integration into their community. We welcome participants who may be actively engaged in substance use and other behaviors that may impede their progress toward sustainable permanent housing. Entrance into our programs is not denied due to substance use, FTS does not mandate participation or require our participants to address all their barriers including behavioral health problems, to participate in services prior to accessing shelter of housing. Staff are trained on harm reduction techniques such as safer use, motivational interviewing, practicing non-judgment, and meeting people where they are, all focused on the gradual decrease of

behaviors perceived as harmful to the individual and their community. FTS recognizes that participation in services is more effective when a person has a choice to participate, and we are committed to meeting people "where they are" in their lives without judgment. Participants who use substances, along with their families, are treated with compassion and dignity and all program activities are designed to achieve their goals in the spirit of the Harm Reduction Model.

Trauma-informed Care:

FTS incorporates the principles of trauma informed care in every part of the organization from our hiring practices to the way we engage participants and staff alike around everyday situations. We educate staff to recognize that traumatic stress is common, that everyone may have experienced a series of traumatic stressors in their lifetime, and to understand how those stressors may impact individuals, families, and entire communities. We provide them with the tools and ongoing training through our training academy on Trauma and Resilience Informed Care. We recognize that resilience, or the strengths that people exhibit, are part of the helping and healing process. Staff are trained to ask, "What is going on with this person?" rather than "What is WRONG with this person?" Acknowledging that perspective shifting is important in the change process.

We establish a safe and supportive environment for staff and participants alike to thrive. Staff are trained by DMH and other collaborating agencies to understand how traumatic stress impacts everyone. In addition, our Clinical Director provides additional training yearly which includes topics like the relationship between traumatic stress, mental health, substance use and how traumatic stress might impact their work and lives. Staff learn how, where, and in what environment to provide services, and how participants perceive and are more receptive to the services offered when trauma-informed principles are practiced.

Additionally, FTS recently began a remodel of our sites to reflect and promote trauma informed principles in our layout, design, and color schemes used at our facilities. The project was conceptualized using research co-lead by FTS and Gensler Design Services. We ensure that our facilities are configured to promote physical safety and that everyone interacts in ways that promote psychological safety. We ensure that we are transparent in our interactions to build trusting relationships. We place importance on partnering and leveling power differences between staff and participants through collaboration and mutuality, participants and staff share in decision making through regular town-hall meetings. Policies are created through a collaborative process of development that incorporates the aforementioned principles.

FTS goes beyond trauma informed care by recognizing the importance of resilience, and we leverage that to build upon individual and collective strengths for the benefit of the participants, their community, and our organization. FTS understands that the experience of traumatic stressors may be universal in the lives of leadership, those who provide the services, and our participants.

Our services are gender and culturally responsive; we leverage the healing value of traditional cultural connections. Our staff and leadership are diverse, and we are practicing gender inclusivity in our work, policies, and the support we provide to participants and staff. Our practices and facilities are responsive to the racial, ethnic, and cultural needs of our clients and staff.

3. Describe your organization's staffing plan and how it will cover the service responsibilities required of this program.

Key staffing composition at the site will include FTS case management support, building management, maintenance team and security staff. FTS has identified the following operational needs at the PHK and has outlined our intentions in the following paragraphs. As such we will utilize 20.35 FTE to staff and operate the site.

Intake and Processing

The Intake Specialist will receive referrals and will schedule the participant for an intake. Intakes are conducted Monday through Friday, 8:00am to 5pm with flexibility to accommodate on a case-by-case basis. Each new participant will engage in a confidential intake interview with the Intake Specialist that will evaluate the participant's current condition, identify specific barriers, areas, and needs. The Intake Specialist will assess, including a biopsychosocial interview, the VI-SPADAT and the Housing Assessment evaluation tools for a full intake. The intake assessment allows staff to assess participants' barriers to housing and assess various health and social needs quickly and then match them to the most appropriate housing interventions that is available to them, and for this program, for long-term placement and supportive housing.

Case Management Services- Case Managers (CMs) coordinate augmented services needed by each participant. This includes facilitating the participants' acquisition of resources and services from medical, social, and legal entities, and from local, city, state, and federal agencies. CM staff serve as liaisons between the supportive services network, inclusive of our collaborating partners, and the program's participants. This model is intended to prevent gaps in services which

often plague the effective provision of services to PEH. They prepare and maintain the Housing Stability Plan (HSP) that will identify the specific type, amount, and duration of services to be provided to the participant. CMs assist participants in coordinating transportation to and from service providers either by providing local transportation or connecting them with services.

Program Manager

Program managers serve as the point of contact between FTS and the funding agency. They are responsible for the overall operations of the program requirements. They provide training and supervision to onsite staff, and lead crisis intervention and de-escalation as needed. In addition, their responsibilities are to ensure all the administrative tasks and performance targets are met.

Residential Supervisors

Staff who fall under this category will be responsible for monitoring participants while in the facility, maintaining the cleanliness of the facility and the overall building management. They ensure the cleanliness of participant rooms, site safety and security, and linens, distribute hygiene supplies, and oversee the distribution of meals. Employees under this category work in three shifts to ensure 24-hour coverage, seven days a week.

Augmented Services

Participants will be connected to medical and health assessments conducted by our service partners such as Long Beach Central Neighborhood Health Foundation, St. Johns Health Services, tri-State Mobile Health, or other local healthcare providers. Additionally, deep cleaning services and personal laundry will be provided by outside vendors, once weekly.

4. Describe your organization's approach to Diversion Interventions that creatively engage participants to empower them to use their own resources to resolve their housing crisis before entering the CES.

FTS utilizes diversion principles and problem-solving skills often and whenever possible to reduce individuals' time they are experiencing homelessness and open capacity in other homeless resources, specifically regarding interim housing. We work collaboratively with our partnering providers to assist appropriate individuals in quickly securing long-term or permanent solutions to homelessness outside of our programs, specifically and homeless services systems, primarily CES.

FTS staff, Intake Specialists and CMs, work to find acceptable solutions outside the CES system that include but are not limited to; looking at the possibilities of the individual(s)

locating permanent housing on their own, looking at locating viable, safe, permanent shared housing with family and/or friends; or looking at locating viable, safe, shared temporary housing with family and/or friends, with a plan for permanency. By exploring and implementing flexible and participant driven solutions, we can divert individuals with alternative housing options from entering the homeless system, thereby reserving beds and other homeless services for individuals who have no other options available to them. While we can divert many individuals to other FTS programs, others must be diverted to programs beyond the scope of our agency.

Based on our experience, people experiencing homelessness suited for diversion include those with medical, substance abuse, mental health issues, and domestic violence survivors. As such, FTS diversions are linked-referred to local service providers such as St. Mary's Medical Center, Central Neighborhood Health Foundation, Clare Matrix, Long Beach Mental Health, Harbor Community Health Centers, and Legal Aid Foundation of Los Angeles - Long Beach Courthouse.

5. Describe how your organization will provide all operational needs of the site (including security, sanitation, maintenance, administration, etc.).

FTS has identified the following operational needs at the PHK which are:

Internal Supplies and Distribution Services- FTS has an Internal Supply and Distribution Department with a dedicated team that, based on usage and need, keeps inventory of food and supplies stocked at each site weekly. The Long Beach PHK would be added to the distribution schedule.

A. Maintenance Services- While routine upkeep at the site is done by site staff, FTS has its own Maintenance Department that addresses larger issues such as clogged toilets, broken windows, and electrical issues. Requests for maintenance services are routed to the Department where it is prioritized and scheduled for completion. Priority is given to emergency requests based on a triage system.

B. Transportation Services - While onsite staff will be able to provide transportation assistance to participants via the provision of TAP cards, or pick-ups via Lyft or Uber, shelter staff will also be able to schedule van rides to appointments through our Transportation Department. FTS maintains a fleet of vans for this purpose. Staff within the department will schedule pick-up and drop-off times for participants who need this type of transportation assistance.

C. Food Services- Meals will be prepared and delivered by staff from our fully licensed central commercial kitchen in which all meals will be prepared under strict guidance established by the Department of Health and other regulatory agencies. FTS staff will distribute meals three times per day (breakfast, lunch, and dinner). A menu of the

meals will be posted in all communal areas weekly. Special diets are accommodated and updated based on specific documented needs. Meals will be served by our on-site certified food handlers.

D. Security Services-This service is provided by our in-house team of residential supervision staff, comprised of 4.2FTE, that are fully trained in the guiding principles of trauma and resilience informed care and crisis intervention techniques and are distinguishable from participants by branded polos and badges. We are intentional not to use formal security uniforms and armed guards to be trauma and resilience informed and promote a safe and serene atmosphere. All security personnel are trained in de-escalation and conflict management, cultural, historical and gender issues, and have experience working with people experiencing homelessness. Security staff will provide coverage in and around the site 24 hours per day, seven days per week. Security staff are responsible for site checks and monitoring the entry and egress to the facility to ensure the safety of participants and staff. Their daily tasks are also an integral part of our respiratory safety and control program. Security staff conduct rounds every 30 minutes, monitor the camera surveillance system, and assist with any emergency situations.

In addition to our internal staff, additional security services will be contracted from Global Force Security to augment our internal security team. Specific responsibilities will include monitoring anyone entering the property and performing searches for concealed weapons, preventing access to forbidden areas and maintain overall safety of the facility, conducting security checks of the facility and observe and report any suspicious activity and/or incidents. They will also monitor visitors and team members and enforce safety rules.

6. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.

As the city or the current operator have not facilitated access to the property to do a site visit, this makes it challenging to determine what additional, security, staffing COVID-19 and Monkey Pox protocols should be in place. After execution of the contract, FTS' core ramp-up team will conduct a facility review to determine the exact facility needs. After the assessment is conducted, the findings will be remedied. Within the first few days of entry, we will conduct a comprehensive assessment of each structure on the premises and implement any new mandates from the County's Department of Public Health or the city, to determine what else might need to be done.

7. How will your program regularly receive and incorporate participant feedback?

Our Compliance Department conducts regularly scheduled satisfaction surveys among our participants, in which feedback is provided on their satisfaction with program and services provided by FTS. Furthermore, we encourage feedback from our participants by placing suggestion boxes in the communal areas of each facility. Feedback received from the surveys, the suggestion boxes, or from participants' verbal feedback, is processed by the Compliance Department to ensure that attention is focused on areas that may need improvement. We consider feedback from our participants to be a critical component of our Total Quality Improvement (TQI) process and as such it is incorporated into our feedback.

While we make every effort to ensure service quality, safety, and professionalism among all staff, we have developed a formal grievance process if the need arises. As such, policies and procedures are in place to investigate grievances, this also the appeals process if the participant is not satisfied with the outcome.

8. Describe your organization's safety plan for staff and participants at the site.

The following paragraphs describe FTS's Safety Plan that's being implemented across our sites and will also be implemented at the Long Beach PHK.

Facility security and precautions are important in a shelter to provide protection and support to participants and/or employees to feel safe. FTS' safety committee meet quarterly to discuss key safety topics, improve safety policies, and develop new training initiatives.

General considerations for securing a shelter facility include:

A. Security

Security features within and around the facility which involve: a) Strong, secure doors, b) Establishing one location as the single main entrance to decrease security risks associated with having to monitor more than one entrance at a time; c) Security of the area surrounding the facility, including any outdoor space used by participants and/or employees, indoor and/or outdoor security cameras; d) Security and/or House Managers monitoring the facility rooms and offices, e) regularly scheduled emergency evacuation drills and f) regular training for staff on crisis intervention.

B. Shelter Operations. A well-managed facility is key to maintaining public safety. FTS ensures the following are upheld in its shelter operations: a) adherence to Shelter Rules; b) coordinated intake system (no walk-in participants); c) Participant's property inspections as they come in; d) Daily shift change debriefing to update on security issues. e) n-site FTS Security Personnel f) Team of night supervisors who visit each shelter to intervene and support the safety and the overall operations.

C. Precaution. The measures taken in advance to prevent something dangerous, unpleasant, or inconvenient from happening are of the following: a) daily room searches will be conducted by two (2) House Managers for quality assurance of the facility; b) Security Guard and/or Residential Supervision staff on duty will monitor the facility throughout their shift; c) security cameras of the facility are being monitored.

D. Reporting. Incident reporting is integral to our safety and security protocol. When an incident arises, it is reviewed to determine if changes or enhancements to the safety plan need to be updated.

Coordination and Collaboration

1. Describe your organization's outreach plan to bring households experiencing homelessness and/or households at-risk of homelessness into the project. Provide a brief explanation of how households will be identified, referred to the project, and connected with assistance, services, and/or housing from partner agencies.

The development and implementation of our Street Outreach and Supportive Services Team for Long Beach is predicated upon our understanding of the overall goals of the County's Homeless Crisis Response System which facilitates the coordination and management of resources and services, the identified goals of the City of Long Beach, and the directive to address the needs of homeless individuals in the city. These understandings are gained through our 20 plus-year history of providing street outreach, case management, referrals, and supportive services to homeless individuals throughout the County. The primary goal of the team is to meet homeless individuals "where they are," be it to provide education and/or referrals to other resources, or to provide a warm handoff to our Case Management team at the Long Beach Avenue facility. Our approach will also be collaborative, working closely with existing efforts and programs that provide homeless outreach and engagement services. Coordination with the City of Long Beach's network of service providers and agencies will be essential to our work. This includes but is not limited to the Multi-service Center and the Harbor Interfaith, the SPA 8 Lead.

Based on our experience, FTS will hire a multidisciplinary team (MDT) consisting of a mental health outreach specialist, a peer outreach specialist and an ICMS case manager, who together will focus attention on areas within the city where the homeless population congregates. Our bilingual, MDT outreach team, inclusive of staff with lived homeless experience, will coordinate, and collaborate with service providers to assist PEH. FTS will provide coordinated street outreach that identifies and

engages people living in sheltered and unsheltered locations, such as in emergency shelter, cars, parks, abandoned buildings, encampments, and on the streets, and plays critical roles within systems for ending homelessness. Our street MDT outreach team will effectively reach people who might not otherwise seek assistance or come to the attention of the homelessness service system to ensure that people's basic needs are met while supporting them along pathways toward housing stability.

FTS's street MDT outreach team will utilize a person-centered approach, focused on the individual's strengths and resources, and never make assumptions about what a person might need and provide people experiencing homelessness with multiple opportunities to say 'no' and make repeated offers of assistance (as necessary) throughout the engagement process. Importantly, our street outreach staff will receive regular evidentiary based training, including trauma and resilience-informed care, harm reduction practices applying a housing first modality, and will be proficient in utilizing such practices. Finally, our MDT street outreach efforts are respectful and responsive to the beliefs and practices, sexual orientations, disability statuses, age, gender identities, cultural preferences, and linguistic needs of all individuals they encounter within the course of conducting their work.

Moreover, to accomplish such stability and mediate recidivism, FTS's MDT outreach team will continue as secondary case managers for participants effectively placed into a shelter program to assist in ensuring each individuals' program success through continuity of support from first contact to permanently housed.

2. Describe your organization's approach to collaboration with the CES.

FTS is currently working collaboratively with Long Beach CES through interaction for shelter placement with the Multi Service Center, data coordination with LBHMIS, and subcontractor as a service provider for the Atlantic Bridge Community Housing Shelter program. Our long-standing relationships with TLS, RRH, Housing Navigators, other CES emergency shelter programs, outreach workers, HFH, DHS, and DMH providers across all SPAs, allows for a more complete coordination of care for everyone serviced.

FTS is committed to increasing our CES collaboration further with the City of Long Beach through our recent submission for consideration as a Long Beach CoC Committee Member, our regular attendance of LB CoC Committee and LB CES Sub Committee meetings and standing collaboration with the LB MSC to better support and provide the highest level of participant care within the city of Long Beach.

We are committed and eager to expand and support the City of Long Beach as a service partner. We are outlining what we propose to provide, demonstrating the commitment we will bring to Long Beach.

Since the fall of 2013 and the CES 100-Day Pilot in Los Angeles, FTS has and will remain an active member of the CES within SPA-6 and has been working collaboratively with other homeless providers to establish and implement the strategic and consolidated plan to address the needs of homeless individuals. As such, FTS is a certified SPA-6 CES organization and members of its staff participate actively in the monthly provider collaborative community meetings. We will bring our experience and incorporate our collaborative service approach in the City of Long Beach, working with the network of providers and agencies who serve PEH in the City of Long Beach. Since we operate in different regions across Los Angeles County, FTS is experienced working with other CES agencies and their network of service providers. Other regions we work in and are active include SPAs 2, 4,3, 6 and 8. Our experience in these communities has allowed us to deepen our understanding of the complexities and differences in each of these regions. Size, demographics, and community resources can be similar, but often are distinct and different. We accomplish success in these communities, because we work to build relationships with other partners, and help our participants access community resources.

As a member of the SPA-6 CES, FTS has shown its commitment through its participation in the implementation of the SPA 6 strategic plan, which has also included working collaboratively with service providers in SPA-6. Our focus of ensuring that service providers are linked and coordinated with CES Outreach Teams, ensures that FTS engages in and maintains effective agency to agency communication that will lead to a greater reduction in the number of homeless individuals. FTS, through its CEO, Director of LAHSA Programs and site-specific Program Manager facilitates agency to agency communication through their participation in the SPA-6 Coalition Meetings, the Coordinating Council meetings and the Westside Shelter and Hunger Coalition meetings.

Additionally, FTS is not only an active participant in the SPA-6 CES but plays an integral role in the SPA-6 Homeless Coalition, the SPA-6 AAAOD Coalition, and routinely participates in networking and program development meetings with LAHSA. Again, FTS is a certified member of the SPA-6 CES and the Coordinating Committee and has one of its employees serve as the Housing Navigator for the SPA-6 CES. Further, in addition to program staff connecting homeless individuals to the Central Intake Center at HOPICS, the SPA-6 CES team has and will continue to visit FTS's shelters to conduct VI-SPDAT interviews and to connect program

participants to the coordinated network for housing services. Our deep involvement in SPA 6 illustrates our capacity and expertise to also provide the same level of involvement and support for the City of Long Beach.

Performance

1. Describe how your organization will track and evaluate the effectiveness of your project.

In addition to capturing and tracking participant information in the LBHMIS system, FTS's internal participant management system, CAMINAR, and the Apricot 360 App will also be used. All participant information, including screening data, case management, and housing status and planning data, as well as outcome data like permanent housing attainment are captured and monitored within this system. Program effectiveness will be derived from captured data and include program specific matrices. We will also work with the City of Long Beach in ensuring our tracking and evaluation is in alignment with their goals and metrics.

2. Describe what performance metrics your organization will monitor and the approach to achieving these targets. Be sure to identify tools that your organization will utilize to capture data or document that project goals are being met.

Satisfaction and outcome objectives will be monitored by our Compliance Department. Our compliance department uses three tools to monitor performance indices. These include Satisfaction Surveys, LBHMIS and our internal data management system CAMINAR. These tools will be used to monitor the following data metrics.

- 1) Number of activities held (e.g., number of case management sessions);
- 2) Documentation of services provided (e.g., referrals made);
- 3) Participants' participation in services
- 4) Permanent housing placements
- 5) Timeliness of completed VI-SPDAT
- 6) Timeliness of completed Housing Service Plans
- 7) Timeliness of completed budgets

- 8) Connections to community resources
- 9) Enrolled in a government subsidy program within 60 days of intake
- 10) 40% of participants will transfer to PH
- 11) 80% of participants increased income between program entry and exit
- 12) 75% of participants will receive supportive services
- 13) 95% occupancy use rate
- 14) Average length of stay less than 9 months

Our approach to achieving our performance matrices in many cases is participant directed. For matrices that are participant facing, we work with our staff to train them in techniques that promote participant buy-in. We understand that participants who feel included in the decision making around program engagement develop a sense of personal empowerment, leading to personal responsibility and motivation to utilize services leading to permanent housing. For staff-dependent matrices, we have regular training, job performance evaluations, PM oversight and regular file monitoring which lead to greater outcomes. Chart review/file monitoring is conducted monthly by case managers, program managers, and our Compliance Department.

3. Describe your organization's experience using a HMIS or comparable database system.

FTS has been utilizing Los Angeles HMIS for more than 10 years. We are very familiar with the HMIS system, and in September 2022 we assumed oversight of the Long Beach ABC year-round shelter and core ramp up staff are also very proficient with the Long Beach HMIS system. We do not anticipate having any difficulties with its continued use.

4. Detail how your organization will actively work to identify and address performance concerns.

FTS has established a Contract and Compliance Department (CCD), spearheaded by a senior staff with more than fifteen years' experience working with PEH and a similar period as an employee of FTS. Working both with the Human Resource Department and her staff of nine, they are responsible for the development, implementation, analysis, and reporting on issues related to 1) accessibility to services; 2) compliance with protocols, and guidelines relative to the provision of services; 3) appropriateness of services and materials, culture, language, gender, sexual orientation, and age; 4) staff performance and proficiency; 5) staff supervision; 6)

compliance with program guidelines and performance standards; 7) appropriateness and acceptability of services based on participants' needs, including participant satisfaction and grievance processing; 8) record keeping procedures and adherence; and 9) collection and reporting of information to the agency's funding sources. FTS has incorporated administered Participant Satisfaction Surveys done on a random sample of participants on a quarterly basis across program sites. CCD staff make unannounced visits to program sites to administer the Participant Satisfaction Surveys. The survey focuses on operation areas that include safety, cleanliness, case management provision, and treatment by program staff.

FTS's Quality Assurance monitoring system is designed to identify non-compliance and inefficient processes continuously throughout the year. In this way, corrections can be implemented quickly whereby reducing the risk of liabilities, wastefulness, and poor performance.

FTS will hire a FT Quality Assurance Coordinator for the Long Beach Shelter that will be working on-site, under the direction of our Contracts and Compliance Department. This will ensure FTS can identify and address any performance concerns that may arise during program operations. The compliance Department will develop a compliance plan that outlines the specific matrices and timelines identified within the RFP or by FTS.

FTS also has developed a computerized system that integrates all aspects of the program and provides a method to assure effective and timely completion of all program activities utilizing the Apricot 360 App and Microsoft Project, a project management software which allows management to easily create, monitor, measure progress, and communicate project details effectively among the CEO and the management team. A significant benefit of using this system is that it will automatically "reg flag" items that are not meeting the identified goals and objectives which ensures that they are not overlooked.

While Microsoft Project is at the core of the program management system, FTS's key staff will meet on a weekly basis to discuss the progress of the program, review the specifics of the SOW, and to make any adjustments they deem necessary to ensure the program remains on track and to meet all requirements and specific timelines.

Commitment to Racial Equity

1. Describe your organization's experience working with and serving culturally and racially diverse populations.

Since 2003, FTS has been working with and serving diverse populations across Los Angeles County through its many homeless service programs. Through the provision of culturally and linguistically appropriate programming, both management and line staff alike have extensive culturally sensitive experience working with PEH. Participants of FTS are reflective of the county's population, which in the most recent Census, indicates that the ethnic breakdown is 67.7% Latino, 28.5% Black, 2% White, 1.6% Asian/Pacific Islander, and .1% Other. Culturally, among Latinos we work with, approximately 67% are foreign born and 92% speak a language other than English. We also have worked with Black participants who represent various ethnic groups, including Africans from various countries, and West Indians, among others.

Our experience indicates that being sensitive to general differences has strengthened our relationship with our participants. For example, each culture has its own rules about body language and interpretations of hand gestures.

2. Describe any plan and work that your organization has undergone to improve racial equity.

FTS has designed its program with the understanding that the majority of the participants have experienced traumatic stressors, be they physical, sexual, emotional, or otherwise, and that we must be intentional about reducing or eliminating factors that may re-traumatize participants. The City of Long Beach's overall population is ethnically and culturally diverse. With over 66.9% of the overall population being non-white, and with people experiencing homelessness to be three times likely to be Black, Indigenous and Pacific Islander, FTS is poised in its experience and program expertise to address and respond to the City's commitment to reduce homelessness. We recognize the racial disproportionality and disparity among the homeless population and FTS recognizes that there are many systemic barriers that make it difficult for these groups to overcome their challenges with housing security. Racial equity is critical to addressing the many barriers PEH experiences when it comes to receiving housing support and services, which have exacerbated trauma in many communities. Based on this knowledge, FTS hires clinicians and other staff that are knowledgeable and experienced in working with trauma, such as the Clinical Supervisor who meets with all case managers on a bi-weekly basis, for Clinical Case Conferencing, where different cases are discussed, and clinical guidance is provided.

We believe that our program and services would improve the long-term outlook of participants we serve in the City of Long Beach. The 2022 Homeless Count reported that adverse childhood experiences (ACES) of people increase their chance of becoming homeless by 30%. The rate of child abuse, child neglect, parental separation, and past foster care involvement are significant among people experiencing homelessness and communities of color are disproportionately

impacted by many of these traumatic experiences. Understanding that many people who will need our services will come from difficult adverse backgrounds and experiences is important to FTS. We have a variety of programs, interventions and services that embody trauma and resilience informed approaches and practices.

These factors include the principle of ensuring that we assure equity and dignity for all participants; that we show respect to staff and participants alike regardless of cultural and linguistic differences; that we continually seek knowledge and ask questions from and about our staff and participants cultural and linguistic differences; that we demonstrate reciprocity knowing that there is a lot we learn from each other; and that we engage in relational practice that is founded on authentic interactions. These principles are continually integrated into all program activities, and through the relationships among staff and participants, be it singularly or in tandem. They are further reinforced by cultural sensitivity training that is provided to all staff on an annual basis with a focus on Implicit Bias, and Structural and Historic Systemic Racism.

Despite these efforts, it is important to note that FTS recognizes that cultural competence is a process rather than a goal, and that it is developed in stages by building upon previous knowledge and experience.

FTS staff are racially, culturally, and linguistically diverse, reflecting the communities they serve. Linguistically, FTS has staff who speak various languages and will contract with professional interpreters, or partner with other agencies to accommodate the linguistic needs of participants if needed. In addition to ensuring that our staff can communicate and provide services in languages other than English, FTS has made a concerted effort to establish service delivery teams that are composed of both English and Spanish speakers to ensure that bilingual services are always available.

Homelessness is a critical issue for LGBTQIA+ identified people; one in five transgender individuals have experienced homelessness at some point in their lives. Family rejection and discrimination and violence have contributed to many LGBTQIA+ - identified individuals who are experiencing homelessness in the United States. Historically, LGBTQIA+ PEH persons have had difficulty finding shelters that accept and respect them. LGBTQIA+ people experiencing homelessness are often at a heightened risk of violence, abuse, and exploitation compared with their cisnet peers. Transgender people of color are particularly at physical risk due to a lack of acceptance. The City of Long Beach's efforts to serve the LGBTQIA+ community is important to FTS as we recognized its continued top tier ranking when it comes to being a LGBTQIA+ friendly city. FTS's capacity and history of ensuring that our programs are inclusive and supportive of all our participants would benefit the City of Long Beach.

First to Serve (FTS) makes every effort to place participants where they feel safe, and where staff can ensure appropriate, affirming, and culturally competent services. FTS recognizes that discrimination based on sex, sexual orientation, or gender identity has hindered successful service delivery in organizations and communities. At all our sites we have been intentional about creating an inclusive environment when it comes to the diverse needs and backgrounds of marginalized groups. We have accomplished that by listening to our participants' concerns about safety and inclusiveness. FTS' Gender Equity policy articulates our organizational commitment to prohibit discrimination based on gender identity and expression. Our practices embody a set of standards where participants are assured a safe environment in which they feel welcomed for who they are, rather than others' perceptions of, or level of comfort with, their gender identity or gender expression. FTS' operating policies, intake and admissions procedures reflect an understanding that all people deserve equal access and treatment.

3. How are people with lived experiences and individuals from vulnerable populations engaged in your organization's planning and decision-making processes? Describe the policies or practices in place that ensure the experiences of marginalized communities are represented in your organizational infrastructure.

Engaging individuals with lived experience and individuals from vulnerable populations opens up opportunities in so many ways. At a minimum, their involvement can reduce prejudice and discrimination, improve the development of policies and procedures, expand services, decrease loss of work costs, increase revenue, and improve employee loyalty and morale.

The importance of having individuals with lived experience or individuals from vulnerable populations engaged and incorporated into all aspects of FTS's planning and operation cannot be overstated. The value added and benefits offered to us by these individuals is seen when you consider that more than 34% of our staff come to us with lived experience or are from vulnerable populations. Additionally, 16% of our management staff also come to us with lived experience.

Within our organization, and specifically within our HR Department, our hiring policies and practices ensure that consideration is given to those with lived experience or individuals from vulnerable populations.

1. Describe your organization's financial accounting system and its capacity to administer the accounting requirements of this project.

FTS has the fiscal and operational capacity to manage this program and operates with an annual budget of approximately \$25m. Relative to its fiscal management structure, the agency's finance department functions are managed by a staff of eight and supervised by the agency's accountant who has more than 18 years of experience working in the non-profit sector, and more than five years working in that capacity for FTS. The accountant is supervised by the Chief Executive Officer (CEO) and is further supported by a contracted CPA firm.

FTS maintains financial records and conducts transactions according to Generally Accepted Accounting Principles (GAAP) and maintains Board-approved written policies and procedures for internal controls. Specific controls include (1) a separation of accounts receivable duties (e.g., different staff people are responsible opening checks, making deposits, and recording payments in the accounts receivable records); (2) All transactions are logged using FTS' financial management software, with layers of access determined by staff position. All information can be easily accessed through queries and reports; and (3) the Treasurer of the Board monitors and evaluates the internal controls, which will be in conjunction with the annual audit. Appropriate fiscal controls are in place to ensure checks and balances.

FTS maintains a billing and receivable process, assuring timely submission of reimbursement requests, and tracking and follow-up of monies due. The procedures for billing, accounts receivable, and overdue account collection processes are found in its fiscal procedures. The organization has a system in place to ensure reports on overdue accounts and bad debts are reviewed by the CEO and Board as part of a monthly aging of accounts report. Using QuickBooks, the Accountant regularly prepares customized reports of financial information and reviews them with the CEO and shared with the Board.

FTS maintains its financial records to ensure that it complies with the various requirements of its contracts, including LAHSA's and other contracts. These books, records, and other information are maintained in accordance with GAAP, applicable state law and regulations, LAHSA's and the County requirements. The agency's financial accounting system complies with 2 CFR 200.

The financial statements of FTS, which comprise the statement of financial position as of December 31, 2021 and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements have been audited and an unmodified opinion was expressed on those

financial statements. The financial statements, in the auditor's opinion, present fairly, in all material respects, the financial position of FTS as of December 31, 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The single audit report for FY2021 was issued with an unmodified opinion and contained no findings.

2. Describe your organization's experience in leveraging other Federal, State, local, and private sector funds.

FTS currently has six contracts with LAHSA. Each of these contracts requires a significant amount of leveraged dollars, some as high as 50% of the contracted amount. Further, the fact that FTS has maintained ongoing contracts with LAHSA since 2003 is indicative of the organization's ability to leverage dollars from other government and private sector funds. As an example, in FY20-21, FTS contracts with LAHSA totaled \$4.2m and more than leveraged more than \$1.9m from federal, state, local and private funds: In FY22-23, FTS anticipates surpassing \$3.5m in leveraged funds, in addition to more than \$200,000 in cash match.

FTS's ability to successfully identify and leverage additional funds is attributed to the integration of our agency's Leverage Coordination System (LCS). Maintained by our Compliance Department, the system facilitates the acquisition of resources and services from medical, social, and legal entities, and from local, city, state, and federal agencies to further strengthen the organization's core programs.

Specific to the acquisition of additional resources to be leveraged by FTS for this program, we have secured approximately \$939,500 from some of our partnering service providers.

3. OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage and how it will be utilized to enrich services within Project Room Key.

Please note that FTS will be providing the requested services for less than the earmarked fund of \$2.21m in addition is leveraging \$939,500 that will be derived from the following sources:

\$185,000 from New Way of Life for skills building, legal clinic, and family reunification.

\$295,000 from St. Johns Wellness Clinic for medical services.

\$192,500 from Sanctuary of Hope, to provide substance abuse education. Life skills, social and independent living, and job search.

and \$267,000 from Chrysalis for educational and vocational assessments, job assistance/job preparation skills, computer skills, money management, and stress management.

EXHIBIT “B”

PROPOSER NAME: First To Serve -City of Long Beach- Project Homekey

DATE: 11/28/2022

Period: 12 months
 No. of Beds: 76 78 units (Including 2 managers units)
 Bed Rate: 90
 Total Budget: \$2,219,200

OPERATING BUDGET
 City of Long Beach - Project Homekey

Expenses	FTE	Annual Salary	Total Salary	Leverage	Description/Justification (include a description/justification for each budget item)
Personnel Costs					
Case Manager	2.00	\$ 54,080	\$ 108,160		Accomplishes clients' care by assessing clients' needs; developing, monitoring, and evaluating housing plans and progress; facilitating interdisciplinary approaches; monitoring staff performance. Minimum Qualifications: 2 years experience employment training.
Clinical Case Manager	1.00	\$ 64,480	\$ 64,480		Accomplishes clients' care by assessing clients' needs; developing, monitoring, and evaluating housing plans and progress; facilitating interdisciplinary approaches; monitoring staff performance. Minimum Qualifications: 2 years experience employment training.
Client Aid	8.40	\$ 41,600	\$ 349,440		Responsible for the safety of all the clients, meet and greet guest, maintain lines of communications and the cleanliness of the entire facility. Minimum Qualifications: 2 years experience employment training. Weekday: 2 FTE/Shift x 3 shifts/day=6FTE; Weekend: 0.4FTE x2 staffs/shift x 3 shifts/day = 2.4 FTE. Total (8.4 FTE)
Intake/HMIs Specialist	1.00	\$ 43,680	\$ 43,680		Responsible for client intakes and HMIS system. Minimum Qualifications: 2 years experience employment training.
Maintenance	1.00	\$ 41,600	\$ 41,600		Responsible for providing day to day maintenance and janitor services for the shelter. Minimum Qualifications: 2 years experience employment training.
Janitor	1.00	\$ 41,600	\$ 41,600		Responsible for providing day to day janitor services for the storage services. Minimum Qualifications: 2 years experience employment training.
Program manager	1.00	\$ 66,560	\$ 66,560		Responsible for the day to day operations at crisis and bridge housing. Minimum Qualifications: Bachelor's degree, 4 years experience employment training.
Quality Assurance Coordinator	0.50	\$ 52,000	\$ 26,000		Responsible for interprets and implements quality assurance standards in shelter to ensure quality care to clients. Minimum Qualifications: 2 years experience employment training.
Security	4.20	\$ 41,600	\$ 174,720		Responsible in the security of the facility & clients. Minimum Qualifications: 2 years experience employment training. Weekday: 1FTE/shift x 3shift/day =3FTE, Weekend: 0.4FTE/shift x 1 staffs/shift x 3 shifts/day = 1.2 FTE (Total 4.2 FTE)
Shelter Director	0.25	\$ 110,000	\$ 27,500		Responsible for the day to day management. Minimum Qualifications: 4 years experience employment training.
Educational and Employment Assistance				\$ 459,500	Chrysalis: Provide Educational & Vocational Assessment, Job Assistance/ Job Preparation Skills Job, Computer Courses /Training/ Goal Planning/Money Management /Stress Management/ Convictions & Job Search/ Recovery & Job Search Sanctuary of Hope: Provides Support groups that address substance abuse education, life skills, social and Independent living, and job search. New Way of Life: Provide skill-building opportunities, Legal Clinic, Family Reunification, Healthy Return Home and Distribution Center
Health Care Services				\$ 480,000	St. John's Well Child & Family Center : Provides Provide quality medical care, including screenings, diagnosis, treatment, TB screening and follow-up, Provide health insurance enrollment services, Coordinate mental health and substance abuse referrals with First to Serve, Inc.
Total Salary	20.35		\$ 943,740		
Fringe Benefits	22.5%		212,342		Fringe Benefits calculated at 22.5% (includes payroll taxes, health, dental & visions insurance & worker's comp)
Total Personnel Costs			\$ 1,156,082	\$ 939,580	
Non-Personnel Costs					
Lease			\$ -		
Property Tax			\$ -		
Food			\$ 449,388		3 meals/snacks/beverage/utensils supplies & other food supplies \$37,449 /mons x 12 mons
Insurance			\$ 44,400		General Liability and D&O Insurance. Calculated at \$3,700 /mons x 12mons
Internet, Cable and Telephone			\$ 8,400		Internet and Telephone service. Calculated at \$700 /mons x 12mons
Maintenance Supplies			\$ 6,000		Maintenance Supplies. Calculated at \$500 /mons x 12 mons
Pest Control			\$ 4,320		Pest Control. Calculated at \$360 /mons x 12 mons
Facility Main/Equip & Repair			\$ 29,400		Facility Main/Equip & Repair. Calculated at \$2,450 /mons x 12 mons
Client Supplies			\$ 74,484		Client Supplies for the shelter : hygiene/cleaning supplies, laundry service: \$6,207/mons x 12 mons.
Program Supplies			\$ 12,180		Supplies for the program, including but not limited to office supplies, computer, laptop and printer, uniforms, brochures and others etc. Calculated at \$1,015/mons x12 mons.
Transportation			\$ 10,800		Providing transportation to clients ,meeting by staffs and for program operation, including but not limited to vehicle rental, upkeeping operation cost, insurance, parking, mileage, metro tickets etc. Calculated at \$900 /mons x 12mons

PROPOSER NAME: First To Serve -City of Long Beach- Project Homekey

DATE: 11/28/2022

Period 12 months
 No. of Beds 76 78 units (including 2 managers units)
 Bed Rate 80
 Total Budget: \$2,219,200

OPERATING BUDGET
 City of Long Beach - Project Homekey

Expense	FTE	Annual Salary	Total Salary	Leverage	Description/Justification <i>(Include a description/justification for each budget item)</i>
Contracted Security			\$ 222,000		Provides 24/7 security for internal and external areas of facility. 7 days/wk: 1 staff per am shift and 1 staff per swing shift, 1 staff per night shift. Calculated at \$18,500 /mons x 12mos
Total Non-Personnel Costs			\$ 861,372		
Total Program Cost			\$ 2,017,454		
Indirect/Administration Costs					
Indirect/Administration Costs	10.00%		\$ 201,746		Indirect Costs @ 10%
Total Indirect/Administration Costs			\$ 201,746		
		TOTAL BUDGET	\$ 2,219,200	\$ 939,500	

* FTE - Full Time Equivalent based on a 40h hour work week

EXHIBIT "C"

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

22-HK-17434

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Long Beach

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Fifteen (15) Years from Effective Date

3. The maximum amount of this Agreement is:

\$24,979,145.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	15
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	6
TOTAL NUMBER OF PAGES ATTACHED		33

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Long Beach

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

California Department of General Services Approval (or exemption, if applicable)

DATE SIGNED

10/25/2022

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

APPROVED AS TO FORM

9.20 2022
CHARLES PARKIN, City Attorney

By

[Signature]

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

CONTRACTOR

City of Long Beach
a municipal corporation

By: *Linda J. Jakum for* Date: *10-4-2022*

Tom Modica
City Manager

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

Address:

411 West Ocean Boulevard, 3rd Floor
Long Beach, CA 90802

Prep Date: 07/28/2022

APPROVED AS TO FORM

9.20.22
CHARLES PARKIN, City Attorney

By *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) ("**AB 140**") added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program ("**MHP**") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program – Round 2 ("**Homekey**" or "**Program**"). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("**Department**" or "**HCD**") to administer MHP.

The Department issued a Homekey Program Notice of Funding Availability, Round 2 on September 9, 2021, which was subsequently amended on January 14, 2022 and May 5, 2022 (the "**NOFA**"). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated June 19, 2019 ("**MHP Guidelines**"), both as amended and in effect from time to time. Homekey grant funds are derived primarily from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund ("**CSFRF**"), which was established by the American Rescue Plan Act of 2021 ("**ARPA**") (Pub.L. No. 117-2). Homekey funds are also derived from the State of California's General Fund.

This STD 213, Standard Agreement ("**Agreement**") is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the "**Grant**"). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the "**Program Requirements**"), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

- A. AB 140;
- B. The above-referenced MHP statutory scheme;
- C. The NOFA;

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- D. The MHP Guidelines;
- E. ARPA and related federal guidance;
- F. The award letter issued by the Department to the Grantee; and
- G. All other applicable law.

1. Purpose

The Homekey Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases ("**Target Population**").

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

2. Definitions

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

- A. "**AMI**" means Area Median Income.
- B. "**Application**" means the application for Grant funds that was submitted in response to the Department's NOFA.
- C. "**Assisted Unit**" means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also "**Youth Assisted Unit**."
- D. "**Chronically Homeless**" is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.
- E. "**Co-Applicant**" means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).

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- F. **“Designated Payee”** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.
- G. **“Eligible Applicant”** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.
- H. **“Eligible Uses”** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).
- I. **“Expenditure Deadline for Capital Funds”** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the date of the Grantee’s award unless the Department has approved an alternate arrangement in advance and in writing.
- J. **“Expenditure Deadline for Operating Funds”** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.
- K. **“Grantee”** means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an “Eligible Applicant,” as defined in the NOFA and as set forth above. “Grantee” refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a **“Co-Grantee.”** On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.
- L. **“Homeless Youth”** means a child, youth, or current or former foster youth through the age of 25 who qualifies as “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.
- M. **“Homeless Youth Project”** means a Project that was prioritized to receive set-aside Homekey funds because (i) at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; (ii) the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and (iii) the Project is in reasonable proximity to youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs, employment programs, childcare centers for parenting youth, and community centers for youth. Alternatively, **“Homeless Youth Project”** means a Project that was prioritized to receive set-aside Homekey funds because it

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will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care.

- N. **“Interim Housing”** or **“Transitional Housing”** means any facility that is primarily intended to provide temporary shelter or lodging for the Target Population, and which does not require occupants to sign leases or occupancy agreements, or to pay any rent, fees, or charges.
- O. **“Local Public Entity”** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term **“Local Public Entity”** also includes two or more local public entities acting jointly.
- P. **“Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Grantee's failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.
- Q. **“Permanent Housing”** means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of tenancy, the landlord does not restrict the tenant's movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.
- R. **“Program Requirements”** means the legal authority and Program materials listed at Paragraph 1.A – G, above.
- S. **“Project”** means a structure or set of structures with common financing, ownership, and management and which provides Permanent Housing, Interim Housing, or Transitional Housing for the Target Population.
- T. **“Public Entity”** is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and any

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other state, regional, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a **"Local Public Entity"** is defined in accordance with Health and Safety Code section 50079 and as set forth above.

- U. **"Scope of Work"** or **"Work"** means the work to be performed by the Grantee to accomplish the Program purpose.
- V. **"Supportive Services"** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.
- W. **"Target Population"** means individuals and families who are "homeless" or "at risk of homelessness," as those terms are defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases.
- X. **"TCAC"** means the California Tax Credit Allocation Committee.
- Y. **"Tribal Entity"** means an entity that meets any of the following criteria:
 - i. Meets the definition of Indian tribe under section 4103(13)(B) of title 25 of the United States Code;
 - ii. Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;
 - iii. Is not a federally recognized tribe, but is either:
 - I. Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or
 - II. Is an Indian tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.
- Z. **"Youth Assisted Unit"** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also **"Assisted Unit."**

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AA. "Youth at Risk of Homelessness" means a child, youth, or current or former foster youth through the age of 25 who qualifies as "at risk of homelessness" or "homeless" under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

3. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after March 3, 2021, by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee's use of the funds and scope of work ("**Scope of Work**" or "**Work**") are specified at Exhibit E of this Agreement.

- A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.
- B. Master leasing of properties for non-congregate housing.
- C. Conversion of units from nonresidential to residential.
- D. New construction of dwelling units.
- E. The purchase of affordability covenants and restrictions for units.
- F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.
- G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

4. Rent Standards

Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit's designated income-eligibility level.

Interim Housing, Transitional Housing. No rent shall be charged to the Target Population residents of Interim Housing or Transitional Housing.

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5. Program Deadlines

For Projects that involve acquisition, the Grantee shall expend any capital expenditure award and the Project escrow must be closed by the Expenditure Deadline for Capital Funds.

For Projects that involve construction and/or rehabilitation, the Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds and complete any construction or rehabilitation activities within twelve (12) months of the date of the award.

All acquisition-only Projects shall achieve full occupancy of the Assisted Units within ninety (90) calendar days of the Expenditure Deadline for Capital Funds. Otherwise, Projects shall achieve full occupancy of the Assisted Units within ninety (90) calendar days of construction and/or rehabilitation completion. For purposes of this paragraph, "full occupancy" means fully occupied with consideration for an average 10 percent vacancy rate at any given time.

Projects that received a bonus award for expedited occupancy shall achieve full occupancy within eight (8) months of the date of the award. For purposes of this paragraph, "full occupancy" means fully occupied with consideration for an average 10 percent vacancy rate at any given time. No bonus award shall be granted for expedited occupancy if the Grantee requests and the Department approves an extension for full occupancy.

Grantee may ask the Department for an extension to complete construction and/or rehabilitation, where the Grantee clearly demonstrates that the extension is due to circumstances or conditions beyond the Grantee's control, and that granting the extension will enable the construction and/or rehabilitation to be completed and full occupancy of the Assisted Units to be achieved. Where the Department grants an extension for completion of construction and/or rehabilitation, the Expenditure Deadline for Capital Funds and the deadline for full occupancy of the Assisted Units may also be extended within the constraints of applicable law.

Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.

6. Performance Milestones

Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but not be limited to,

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any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, occupancy deadline, or expedited occupancy deadline.

Grantee may apply to the Department for an extension of any such Milestone Completion Date. Approval of any such extension request shall be in the Department's reasonable discretion. In no event will the Department approve an extension request in the absence of Grantee's demonstration of good cause for said extension, along with Grantee's reasonable assurances that the extension will not result in Grantee's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement.

7. Reporting Requirements

Grantee shall submit an annual Homekey Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.

In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

Grantee shall, at the request of the Department, report back on any racial equity strategies described in the Homekey Application.

8. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to Homekey2SGM@hcd.ca.gov:

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California Department of Housing and Community Development
Attention: Homekey Program – Round 2 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

9. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);
- C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;
- D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;
- E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department;
- F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;
- H. A current title report (dated within 15 days of the request for funds); or for tribal trust land, a title status report ("TSR") or an attorney's opinion regarding chain of title and current title status;

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- I. Any forms, certifications, or documentation required pursuant to Paragraph 5-Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and
- J. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of any Milestone Completion Date based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Performance Milestones.

FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARTMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

- A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing or deposit the Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities.
- B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

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Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

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HOMEKEY GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "Effective Date").
- B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Paragraph 2 of the STD 213, Standard Agreement (such date, the "Expiration Date").
- C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 5 – Additional Conditions Precedent to Disbursement of Exhibit E.
- D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.
- E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty (30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause shall consist of Grantee's breach of, or failure to satisfy, any of the

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terms or conditions of this Agreement. Cause includes but is not limited to the following:

- A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.
- B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Grantee's violation of any of the Program Requirements.
- D. The Department's determination of the following:
 - 1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or
 - 2) Grantee has concealed any material fact from the Department related to the Application or the Project.
- E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

3. Cancellation

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- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.
- D. The Department may cancel this Agreement, in whole or in part, if (i) sufficient funds are not made available by the United States Government; (ii) Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or (iii) cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Locality shall return any undisbursed portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless (i) the parties have agreed upon an alternate arrangement in advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. Eligible Activities

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified
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at Exhibit E of this Agreement.

6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(2), article XXXIV, section 1 of the California Constitution ("**Article XXXIV**") is not applicable to development that consists of the acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units using moneys received from CSFRF established by ARPA. As such, Article XXXIV is not applicable to Homekey-funded development, construction, or acquisition.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Compliance with Prevailing Wage Law

Grantee's Project is subject to state and federal prevailing wage law. Grantee is urged to seek professional legal advice about prevailing wage law requirements and Grantee's potential obligations thereunder. Prior to disbursing the Grant funds, the Department will require a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid if such payment is required by law, and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by Grantee and its general contractor(s).

9. Environmental Conditions

Grantee shall provide a Phase I Environmental Site Assessment ("**ESA**") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Project involves

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rehabilitation or demolition of existing improvements.

10. Insurance

Grantee shall obtain the insurance coverages identified in the NOFA. Grantee shall maintain such insurance coverages for either the term of this Agreement or the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.

If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

11. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

12. Relocation

Grantee must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

A. A Department-approved relocation plan; or

B. A Department-issued Certification Regarding Non-Application of Relocation Benefits Homekey Program – Round 2 (Homekey)

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and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

13. One-for-One Replacement of Assisted Units

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 301 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

14. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

- A. Fee title.
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require that both the lessee and the lessor must execute this Agreement.
- C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.
- D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).

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- E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

15. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

16. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

17. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

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18. Property Management Plan

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

19. Supportive Services Plan

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

20. Compliance with Title VI of the Civil Rights Act of 1964

Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

21. Nondiscrimination

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 22;

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- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.);
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and
- F. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

22. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing, Transitional Housing, or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development (“HUD”). Grantee shall comply

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with all applicable state and federal fair housing laws.

23. Grantee Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

24. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

25. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

26. Tenant Selection

Referrals to Assisted Units shall be made through the local Coordinated Entry System ("CES"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

27. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System ("HDIS"). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System ("HMIS") and comparable data collection systems.

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28. Restrictive Covenants and Regulatory Agreements

A restrictive covenant, regulatory agreement, or similar use restriction shall be recorded against the Project real property, depending on the Project type. For Interim Housing or Transitional Housing Projects that will not result in Permanent Housing, the Department will prepare, and the Public Entity shall cause, a 15-year restrictive covenant to be recorded against the Project real property. For Interim Housing or Transitional Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 15-year restrictive covenant to be recorded against the Project real property. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare and cause a 55-year regulatory agreement to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year use restriction shall be recorded against the Project real property.

All use restrictions shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.

All use restrictions shall include occupancy and rent restrictions that maintain the Project's accessibility to the Target Population over the full term of the use restriction.

All use restrictions are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

29. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

30. Retention, Inspection, and Audit of Records

Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

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The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

If so, directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

31. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any

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obligation of the Department to inspect the Project.

32. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

Grantee agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including those that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

33. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

34. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

35. Litigation

Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

36. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the Department. All prior representations, statements, negotiations and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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37. **Modification or Waiver under AB 1010**

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified at Health and Safety Code section 50406, subdivision (p).

38. **Waivers**

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

39. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

40. **Single Audit Requirements**

Grantee is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

41. **Disputes**

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

42. **Consent**

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The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

43. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

44. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

45. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

Homekey Program – Round 2 (Homekey)
NOFA Date: September 9, 2021 (amended 1/14/2022, 5/5/2022)
Project Name: Interim Housing Motel Acquisition Project
Approved Date: 06-17-2022
Prep. Date: 07-28-2022

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PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS
Interim Housing

A. PROJECT-SPECIFIC PROVISIONS

Interim Housing Motel Acquisition Project 5950 Long Beach Blvd Long Beach, CA 90805				Assessor Parcel Number (APN): 7307-017-002	
County of Los Angeles					
# of Bedrooms	Units	Non-Homekey Units	Homekey-Assisted Units	AMI Income Limit	Restriction to Subset of Target Population
1-Bedroom	78	0	78	30%	Chronically Homeless
Totals:	78	0	78		

1. **Interim Housing – Award, Disbursement, and Eligible Use(s)**. Grantee received a Homekey Program award letter on July 28, 2022 (the "Award Date"). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of \$24,979,145.00 (the "Award"). The Payee of these funds is the City of Long Beach. Grantee will use the funds to provide Interim Housing for the Target Population. Specifically, the Grantee will apply these funds towards the following Eligible Use(s):
 - a. Acquisition and rehabilitation of a motel to provide Interim Housing for the Target Population
 - b. Capitalization of an operating subsidy for the Assisted Units

Grantee's Award includes \$21,252,813.00 for capital expenditures and \$3,726,332.00 for operating funds. The Expenditure Deadline for Capital Funds is set forth herein as a Milestone Completion Date. The Expenditure Deadline for Operating Funds is set forth herein as a Milestone Completion Date.

2. **Project Narrative**. Interim Housing Motel Acquisition Project is a 78-unit existing motel acquisition interim housing project which will be converted into 78 one-bedroom units. The project will involve both acquisition and rehabilitation. Target population to be served is the Chronically Homeless. Each unit will feature its own

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bathroom, A/C, TV, mini-fridge, and regular linen and cleaning service. Upgrades of interior fixtures and finishes will also be completed. All units will be accessible via elevator and parking on-site. Off-site amenities, located within two miles of the project include several bus stops. The contracted service provider will provide on-site participant-centered case management, 3 meals per day, transportation services, support for pets or service and emotional support animals, and referrals to mental health, primary health, and substance use disorder services as needed.

Obligation to Serve Subsets of the Target Population. Grantee shall ensure that at least 25 percent of the Project's Assisted Units are restricted to occupancy by the Chronically Homeless, consistent with TCAC regulations.

- 3. Scope of Work.** The existing Luxury Inn motel will be acquired and rehabbed by the Grantee for interim housing. Interim Housing Motel Acquisition Project will feature 78 one-bedroom units. The Case Management ratio for the Chronically Homeless population is 1:25. The City of Long Beach (City) has extensive experience in administering and operating interim housing programs, as well as utilizing the Coordinated Entry (CE) System to assess, prioritize, and support individuals in transitioning to stable and healthy permanent housing. Reducing homelessness and increasing affordable housing is a top priority for the City, which leverages a collaborative approach with multiple agencies, including the Long Beach Continuum of Care (CoC), the Long Beach Homeless Services Bureau (HSB), the Housing Authority of the City of Long Beach (HACLB), contracted service providers, and community organizations. From January 2020 to April 2022, the Long Beach CoC saw 520 individuals exit from Emergency Shelter and Transitional Housing to Permanent Housing, representing 22.6% of the exits from interim housing.

Supportive Services to be provided:

- **Case Management:** Contracted service provider will assign each client a designated Case Manager, who will provide housing-focused case management services to assist residents to move forward in accessing permanent housing through referrals to housing programs. This includes support with completing housing applications, accompanying the resident to housing appointments, etc.
- **Behavioral Health Services:** Contracted service provider will ensure staff and volunteers are trained on ensuring trauma-informed spaces and on identifying common mental health challenges for people experiencing homelessness. Residents will be provided with referrals to mental health and substance use disorder services as requested.

Homekey Program – Round 2 (Homekey)

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- **Physical Health Services:** Contracted service provider will provide referrals for all residents to physical health services. Contracted service provider will have one nursing staff available during business hours for drop-in and wellness checks.
- **Assistance Obtaining Benefits and Essential Documentation:** Contracted service provider will assign each client a designated Case Manager, who will assist each resident with obtaining benefits and documentation needed for permanent housing.
- **Education and Employment Services:** Contracted service provider will assign each client a designated Case Manager, who will work with the participant for referrals to appropriate and relevant education and employment opportunities. Education and Employment Services referrals will also be available through the Long Beach Multi-Service Center.
- **Other Services:** Contracted Service Provider will provide a dedicated shuttle service for residents to travel to essential appointments during business hours. Public transit vouchers will also be available for residents to use. Healthy, satisfying, and varied meals of appropriate caloric count provided three times per day, seven days a week. Contracted Service Provider will ensure there are accommodations for special diets.

Staff Positions for Homekey Units:

- a) Case Manager (3 FTE)
- b) Site Supervisor (TBD)
- c) Site Security (TBD)

4. Grantee Contract Coordinator.

Authorized Representative Name:	Tom Modica
Authorized Representative Title:	City Manager
Entity Name:	City of Long Beach
Address:	411 West Ocean Boulevard Long Beach, CA 90802
Telephone No.:	(562) 570-5091
E-Mail Address:	Tom.Modica@longbeach.gov

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5. Additional Conditions Precedent to Disbursement.

Disbursement of funds will be contingent upon written confirmation of the contracted supportive services provider for the project.

6. Budget Detail.

Grantee is obligated to cover the Project's operations and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:

-Homekey: An award letter dated July 28, 2022, committing to the amount of \$24,979,145.00 for acquisition, rehabilitation and program operations.

-City of Long Beach: A letter from the City of Long Beach dated June 15, 2022, committing to the amount of \$5,652,813.00 from the city's general fund for acquisition, and rehabilitation.

Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-Homekey sources of rental or operating subsidies:

-City of Long Beach: A letter from the City of Long Beach dated April 28, 2022, committing to the amount of \$10,341,000.00 from the city's Homeless Housing, Assistance and Prevention Program (HHAP) program allocation for program operations for 7 years.

7. Performance Milestones.

Performance Milestones	Milestone Completion Date
The Project's escrow must be closed, and the capital funds must be fully expended.	March 28, 2023
All Homekey-funded construction or rehabilitation must be completed.	July 28, 2023
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	October 28, 2023

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Performance Milestones	Milestone Completion Date
A copy of Grantee’s written nondiscrimination policy (in accordance with <u>Exhibit D</u> of this Agreement) must be submitted to the Department.	March 28, 2023
A Department-approved Covenant must be recorded against the Project as specified and described in the NOFA and this Agreement.	Within ninety (90) calendar days of receiving an execution copy of the Covenant from the Department.
Homekey-funded operating funds must be fully expended.	June 30, 2026
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement

B. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

- 1. Use Restriction.** The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-year covenant, declaration, regulatory agreement, or similar use restriction (the “Covenant”) that (a) is recorded in first position against the Project for the benefit of the Department; (b) restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; and (c) is otherwise in form and substance acceptable to the Department.

Within ninety (90) calendar days of receiving an execution copy of the Covenant from the Department, the Grantee, as owner of the real property of the Project site, shall duly execute the Covenant; provide a copy of the same to the Department; ensure that the fully executed Covenant is recorded in the Official Records of the County of Los Angeles; and provide the Department with a conformed copy of the recorded Covenant.

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Unless otherwise authorized by the prior and express written approval of the Department, the Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

2. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as described in the NOFA, for 100 percent of the Assisted Units. During the Homekey Application review process and in accordance with the NOFA, the Grantee received a scoring advantage for making this commitment.
3. Grantee has made the following accessibility commitments with respect to the Project: At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities, as specified and described in the NOFA, and at least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities, as specified and described in the NOFA.

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



AUG 31 2022

Tom Modica, City Manager
City of Long Beach
411 West Ocean Boulevard
Long Beach, CA 90802

Re: **Contract 22-HK-17434, Interim Housing Motel Acquisition Project**

Dear Tom Modica:

Attached is an electronic copy of the Homekey Program (HK) Standard Agreement 22-HK-17434 with Exhibits A through E.

A. Standard Agreement (STD. 213 and Exhibits A through E)

STD. 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions – GTC - 04/2017

Exhibit C is now incorporated by reference; please see the STD. 213 for additional information.

Exhibit D – Homekey General Terms and Conditions

Exhibit E – Project Specific Provisions and Special Terms and Conditions Interim, Permanent, or Interim Housing-to-Permanent Housing

For expeditious handling of the contract, please adhere to the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

B. The Department now offers two options for returning signed STD 213; please review and complete one of the following options:

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A. Standard Agreement (STD. 213 and Exhibits A through E)

STD. 213 - Cover page

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1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
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B. The Department now offers two options for returning signed STD 213; please review and complete one of the following options:

1. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page. All signatures must be in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.
2. **Option Two:** Print one copy of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page. The hardcopy must be an original, **wet signature** and in **blue ink**; do not return the Exhibits to HCD.
3. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body **must** adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
4. Return the e-signed copy or the signed hardcopy of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

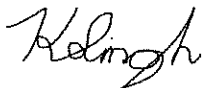
**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: Viet Huu Hoai Luong
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833**

5. Maintain a complete electronic version of the STD 213 and Exhibits for your pending file. **Note:** **The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Paul Dulai, Homekey Program Manager, Program, Design & Implementation Branch, at (916) 465-2532 or Amritpal.Dulai@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh

Contracts Analyst

Enclosures

cc: Contracts Office, Contract
Manager Contract Representative

EXHIBIT “D”

City’s Representative(s):

Jeffrey Proctor, Jr.,

Administrative Operations Officer,
Homelessness Services,

Health and Human Services

Jeffrey.Proctor@longbeach.gov

EXHIBIT “E”

Materials/Information Furnished: None

EXHIBIT “F”

Contractor’s Key Employee(s):

Richard Reed, CEO

(323) 595-7502

rreed@firsttoserve.org

Christian Verjan

Director of Contracts

(213) 298-6237

cverjan@firsttoserve.org