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

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

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

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

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

2. TERM. The term of this Agreement shall commence at midnight on August 1, 2021, and shall terminate at 11:59 p.m. on July 31, 2022, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. Contractor shall have the option to renew for an additional one-year period, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

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

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CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4664

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

13                   5.    INSURANCE.

14                   A.    As a condition precedent to the effectiveness of this  
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
16 duration of this Agreement, from insurance companies that are admitted to write  
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
18 Company or from authorized non-admitted insurance companies subject to Section  
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
20 by A.M. Best Company, the following insurance:

21                   (a) Commercial general liability insurance (equivalent in scope to  
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
24 coverage shall include but not be limited to broad form contractual liability,  
25 cross liability, independent contractors liability, and products and completed  
26 operations liability. City, its boards and commissions, and their officials,  
27 employees and agents shall be named as additional insureds by  
28 endorsement (on City's endorsement form or on an endorsement equivalent

1 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
2 shall contain no special limitations on the scope of protection given to City,  
3 its boards and commissions, and their officials, employees and agents. This  
4 policy shall be endorsed to state that the insurer waives its right of  
5 subrogation against City, its boards and commissions, and their officials,  
6 employees and agents.

7 (b) Workers' Compensation insurance as required by the California  
8 Labor Code and employer's liability insurance in an amount not less than  
9 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
10 its right of subrogation against City, its boards and commissions, and their  
11 officials, employees and agents.

12 (c) Professional liability or errors and omissions insurance in an  
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope  
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
16 amount not less than \$500,000 combined single limit per accident.

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

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

1 insured.

2 D. If this coverage is written on a "claims made" basis, it must  
3 provide for an extended reporting period of not less than one hundred eighty (180)  
4 days, commencing on the date this Agreement expires or is terminated, unless  
5 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
6 continuing coverage for a period of not less than three (3) years, commencing on  
7 the date this Agreement expires or is terminated.

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

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

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

27 H. The procuring or existence of insurance shall not be construed  
28 or deemed as a limitation on liability relating to Contractor's performance or as full

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411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4664

1 performance of or compliance with the indemnification provisions of this Agreement.

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

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

23 8. MATERIALS. Contractor shall furnish all labor and supervision,  
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
25 necessary to or used in the performance of Contractor's obligations under this Agreement,  
26 except as stated in Exhibit "D".

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

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

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

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

28           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a



1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
5 to subpoena or court order.

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

20           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
22 amounts the payment of which may be in dispute or that are necessary to compensate the  
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
25 performing or failing to perform Contractor's obligations under this Agreement. In the event  
26 that any claim is made by a third party, the amount or validity of which is disputed by  
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
3 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

21 17. PREVAILING WAGES.

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

28 B. In all bid specifications, contracts and subcontracts for any

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

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

14 19. INDEMNITY.

15 A. Consultant shall indemnify, protect and hold harmless City, its  
16 Boards, Commissions, and their officials, employees and agents ("Indemnified  
17 Parties"), from and against any and all liability, claims, demands, damage, loss,  
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
19 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
20 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
21 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
22 any of its obligations contained in this Agreement, including all applicable federal  
23 and state labor requirements including, without limitation, the requirements of  
24 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
25 omissions or misrepresentations committed by Consultant, its officers, employees,  
26 agents, subcontractors, or anyone under Consultant's control, in the performance  
27 of work or services under this Agreement (collectively "Claims" or individually  
28 "Claim").

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

10 C. If a court of competent jurisdiction determines that a Claim was  
11 caused by the sole negligence or willful misconduct of Indemnified Parties,  
12 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
13 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
14 percentage of willful misconduct attributed by the court to the Indemnified Parties.

15 D. The provisions of this Section shall survive the expiration or  
16 termination of this Agreement.

17 20. FORCE MAJEURE. If any party fails to perform its obligations  
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
20 governmental regulations, governmental controls, judicial orders, enemy or hostile  
21 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
22 reasonable control of the party obligated to perform, then that party's performance will be  
23 excused for a period equal to the period of such cause for failure to perform.

24 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 22. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject  
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,  
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
3 disability. Contractor shall ensure that applicants are employed, and that employees  
4 are treated during their employment, without regard to these bases. These actions  
5 shall include, but not be limited to, the following: employment, upgrading, demotion  
6 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
7 or other forms of compensation; and selection for training, including apprenticeship.

8 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
9 accordance with the provisions of the Ordinance, this Agreement is subject to the  
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant  
13 certifies and represents that the Consultant will comply with the EBO. The  
14 Consultant agrees to post the following statement in conspicuous places at its place  
15 of business available to employees and applicants for employment:

16 "During the performance of a contract with the City of Long Beach, the  
17 Consultant will provide equal benefits to employees with spouses and its  
18 employees with domestic partners. Additional information about the City of  
19 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
20 Long Beach Business Services Division at 562-570-6200."

21 B. The failure of the Consultant to comply with the EBO will be  
22 deemed to be a material breach of the Agreement by the City.

23 C. If the Consultant fails to comply with the EBO, the City may  
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
25 to become due under the Agreement may be retained by the City. The City may  
26 also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence  
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

7 24. NOTICES. Any notice or approval required by this Agreement shall  
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
9 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
11 to the City Clerk at the same address. Notice of change of address shall be given in the  
12 same manner as stated for other notices. Notice shall be deemed given on the date  
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

22 26. WAIVER. The acceptance of any services or the payment of any  
23 money by City shall not operate as a waiver of any provision of this Agreement or of any  
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
25 Agreement shall not constitute a waiver of any other or subsequent breach of this  
26 Agreement.

27 27. CONTINUATION. Termination or expiration of this Agreement shall  
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

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CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4664

1 18, 21 and 28 prior to termination or expiration of this Agreement.

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

10 29. ADVERTISING. Contractor shall not use the name of City, its officials  
11 or employees in any advertising or solicitation for business or as a reference, without the  
12 prior approval of the City Manager or designee.

13 30. AUDIT. City shall have the right at all reasonable times during the  
14 term of this Agreement and for a period of five (5) years after termination or expiration of  
15 this Agreement to examine, audit, inspect, review, extract information from and copy all  
16 books, records, accounts and other documents of Contractor relating to this Agreement.

17 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
18 designed to or entered for the purpose of creating any benefit or right for any person or  
19 entity of any kind that is not a party to this Agreement.

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

VOLUNTEERS OF AMERICA OF LOS ANGELES, a California corporation

August 26, 2021

By [Signature]  
Name Bob Pratt  
Title President & CEO

August 26, 2021

By [Signature]  
Name Veronica Lara  
Title COO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 10, 2021

By [Signature]  
City Manager

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

This Agreement is approved as to form on September 9, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664



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

VOLUNTEERS OF AMERICA OF LOS ANGELES, a California corporation

August 26, 2021

By [Signature]  
Name Bob Pratt  
Title President & CEO

August 26, 2021

By [Signature]  
Name Veronica Lara  
Title COO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on \_\_\_\_\_, 2021.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

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# EXHIBIT “A-1”

Request for Proposal



# REQUEST FOR PROPOSALS

*RFP No. HSD-2021-002*

for the  
**City of Long Beach**  
**Homeless Employment Program**

**RELEASE DATE:**  
Monday, April 26, 2021  
12:00 PM

**SUBMISSION DEADLINE:**  
Friday, May 28, 2021  
5:00 PM

*Homeless Housing, Assistance and Prevention (HHAP) Program*  
*Total Funding Available: \$600,000*  
*Operational Period: July 1, 2021 – June 30, 2023*

No late, incomplete, faxed, or hand delivered applications will be accepted.  
All questions must be submitted in writing via email to  
[HomelessServices@longbeach.gov](mailto:HomelessServices@longbeach.gov).

The City of Long Beach intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If special accommodation is desired, please call the Department of Health and Human Services at (562) 570-3304 or (562) 570-4041 (TDD). This information is available in alternate format at the above listed telephone numbers.

Issued By:  
Homeless Services Division, Department of Health and Human Services, City of Long Beach, California 90815

# Timeline

<b>Release Date:</b>	<b>April 26, 2021, 12:00 PM</b>
<b>Optional Pre-Proposal Meeting</b>	<b>May 5, 2021, 11:00 AM</b>
<b>RFP Questions End:</b>	<b>May 17, 2021, 5:00 PM</b>
<b>Posting of All Q &amp; A:</b>	<b>May 21, 2021, 5:00 PM</b>
<b>Due Date:</b>	<b>May 28, 2021, 5:00 PM</b>
<b>Selection of Provider</b>	<b>On or About June 22, 2021</b>
<b>Operational Period Start Date</b>	<b>On or About July 1, 2021</b>

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## Section I: Program Overview

The City of Long Beach (City) is seeking a workforce development service provider for the City of Long Beach Homeless Employment Program to engage both sheltered (living in homeless shelters or precariously housed) and unsheltered residents in steady, subsidized employment that provides them with base earnings and equips them with skills needed to secure competitive employment. Funding for this RFP will derive from the State of California's Business, Consumer Services and Housing Agency's Homeless Housing, Assistance, and Prevention (HHAP) program for the operational period of July 1, 2021 through June 30, 2023 with a City option to renew for an additional 24 months. It is the applicant's responsibility to thoroughly review this RFP as well as all regulations, including the Code of Federal Regulations Title 24 Part 576 (24 CFR 576), and guidance before preparing a proposal for funding to ensure that they have the ability to comply with the RFP and all of the program requirements. NOTE: HHAP resources are available online at: [https://www.bcsh.ca.gov/hcfc/hhap\\_program.html](https://www.bcsh.ca.gov/hcfc/hhap_program.html).

### *Problem Statement*

In the City of Long Beach, sustainable employment can make a significant difference in the path towards self-sufficiency and housing stability for the thousands of individuals experiencing homelessness in Long Beach. The leading causes for those falling into homelessness are related to unemployment or insufficient income. Therefore, on-the-job training, skills development, paid apprenticeships, and other employment services are needed for persons experiencing homelessness and other disadvantaged jobseekers to gain specialized opportunities that enable job readiness, placement, and living wages. These services should be integrated with the mainstream workforce system and the Long Beach Continuum of Care as well as designed in collaboration with local employers for participants to connect to stable employment opportunities.

The City of Long Beach would like to expand its Homeless Employment Program, which piloted in early 2020. This program aligns with the citywide homelessness prevention strategy outlined in the Everyone Home Long Beach plan, which recommends to increase employment opportunities for people who are at-risk of or experiencing homelessness while

reducing barriers to employment particularly for transitional-age-youth, re-entry, system-impacted, and other vulnerable subpopulations.

### ***Funding Source***

The Homeless Housing, Assistance and Prevention (HHAP) program is a \$650 million block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. The funding requires sub-recipients to expend funds on evidence-based solutions that address and prevent homelessness among eligible populations. These activities may include rental assistance and rapid rehousing; operating subsidies; landlord incentives; outreach and coordination; systems support; delivery of permanent housing; prevention and shelter diversion; and new navigations centers and emergency shelters.

The City of Long Beach was awarded HHAP funding as both a large city and as the administrative entity on behalf of the Long Beach Continuum of Care (CoC). HHAP funds are one-time funds intended to provide CoCs and large cities funding for immediate emergency assistance to people experiencing homelessness. The City of Long Beach and the local CoC underwent a collaborative effort to determine the most effective use of these one-time funds. This collaborative process engaged members of the CoC, Homeless Services Advisory Committee, persons with lived experiences, and was informed by the Everyone Home Long Beach plan and other citywide strategic plans related to reducing and ending homelessness in the Long Beach region.

### ***Applicant Eligibility Requirements***

To be eligible, applicants must meet the following conditions:

- a. Applicant must be a non-profit organization;
- b. Applicant must have at least two years of experience providing homeless services or limit to the same or similar services for the last 24 months;
- c. Applicant must have a Dun and Bradstreet Universal Numbering System (DUNS) number;
- d. 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

- e. 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.

### **Funding Amount**

**The total amount of HHAP funding estimated to be available for the City of Long Beach Homeless Employment Program will be approximately \$150,000 per year for up to four years.**

The contract term is for 24-months, beginning on July 1, 2021 or upon contract execution through June 30, 2023, with the option to renew for two (2) additional 12-month periods, through June 30, 2025. The City reserves the discretion to amend subcontracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

Should more funding become available for Homeless Employment Program through other grants and initiatives, the selected provider may receive an extension and/or augmentation in their contract to extend the term, scope of work, and/or to expand programming to other sites in Long Beach.

In the event that the Long Beach City Council or the Federal government fails to appropriate the necessary funds for any fiscal year, the project conditionally awarded for that period will either not be funded or funded at a reduced award level.

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## Section II: Definitions

Below are the relevant definitions for purposes of the HHAP program and this RFP:

<i>Term</i>	<i>Definition</i>
<b>Applicant/ Agency/ Provider</b>	The organization that is seeking an awarded contract with the City of Long Beach, CA for the services identified in this RFP.
<b>City</b>	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.
<b>Continuum of Care (CoC)</b>	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.
<b>Coordinated Entry System (CES)</b>	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.
<b>Evaluation Committee</b>	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.
<b>Homeless</b>	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.
<b>Homeless Management</b>	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



<b>Information System (HMIS)</b>	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 Bitfocus.
<b>Homeless Youth</b>	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.
<b>Multi-Service Center (MSC)</b>	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.

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## Section III: Scope of Work

### *Program Objective*

The objective of the Homeless Employment Program is to provide job readiness skills and employment opportunities for people at-risk of or currently experiencing homelessness with linkages to other supportive services for permanent housing placements. The Homeless Employment Program is designed as a short-term homelessness prevention intervention that should work in collaboration with the local workforce development system and provide skills critical to competitive and permanent employment. The program should provide the resources and networks needed for disadvantaged jobseekers to effectively secure job placements with the ultimate goal of housing stabilization while assisting participants in meeting basic screening requirements for employment. Program participants may be required to engage in case management services via the Coordinated Entry System and demonstrate progress towards defined housing goals.

### *Participant Eligibility*

The Homeless Employment Program will be available to individuals who are currently or at-risk of experiencing homelessness that primarily reside in Long Beach. Program participants must meet the criteria under paragraph (1) of the "homeless" definition as previously noted in this RFP. Restrictions should not be imposed on the basis of a protected class such as age, gender identity, sexual orientation, race, household composition, etc.

### *Program Expectations*

**Recruitment and Screening:** Eligible participants should be recruited from various channels including but not limited to shelters, the Multi-Service Center, existing workforce development programs, area walk-and-talks with unsheltered individuals, and from community-based partners. Each individual should be assessed for program suitability to ensure participants can complete employment requirements and meet basic background checks. Ideal candidates for the program would be persons experiencing homelessness who face a singular primary barrier, such as a criminal background, past substance abuse, or gaps in employment.

**Partnerships and Collaboration:** Coordination with local employers, City Departments, and the Long Beach workforce development system should be a core element of the program design. Collaboration is required to strengthen linkages to resources and meaningful employment opportunities for program participants.

**Transportation:** The program should provide transportation services to and from employment sites, in addition to other important meetings such as interviews and trainings.

**Program Capacity:** The program should be designed as a cohort-based model that can serve upwards of five to seven participants each to ensure participants receive individualized support in small group settings. The agency should aim to serve at least 30 participants each year.

**Program Referral:** MSC staff shall refer clients to the Homeless Employment Program through the Long Beach CES to ensure that participants meet the basic eligibility requirements. MSC staff will provide an overview of the program policies and procedures to referred participants; however, the agency should also brief any relevant policies to new participants during onboarding. Participants may also be recruited from any entry point via the CES and referrals must be captured in HMIS.

**Case Management:** Program participants may be required to participate in case management and demonstrate progress towards case management goals to continue participation in the Homeless Employment Program.

**Compensation:** Participants must receive timely compensation for work completed by the same day or same week. The process to issue payments will be coordinated with the Long Beach Health Department's accounting division. The program should also be able to provide daily meals for every workday.

**Work Assignments:** The work shift and assignments may vary depending on the available employment opportunities, but agencies should aim to offer placements that have a minimum duration of 3 months with a dedicated site supervisor to allow participants to develop job skills as they transition to permanent employment. The agency should develop partnerships with local employers to offer participants entry-level opportunities at the conclusion of their subsidized work period. The agency will also be

able to collaborate with the various City Departments to develop potential job placements for the program.

**Job Readiness Services:** The program should offer a range of employment services tailored for persons at-risk of or currently experiencing homelessness to develop skills necessary for permanent employment. Services can include mock interviews, interview workshops, resume development, post-job mentorships, support groups, training materials, networking opportunities, job placement, individualized coaching, and other supports as needed.

### ***Eligible Costs***

Funds may be used to pay for supervising costs, wages for participants, and other associated costs necessary to provide individuals experiencing homelessness with job preparedness services and opportunities for competitive employment. Eligible costs for the Homeless Employment Program may include:

- Management and program oversight
- Supervising staff and trainers
- Workforce case managers
- Employer liaisons
- Wages for program participants
- Hiring incentives
- On-the-job training and certifications
- Transportation costs
- Work uniforms
- Insurance
- Materials and supplies

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## Section IV: General Program Requirements

The following detail other general program requirements for projects funded under this RFP.

**Budget Proposal:** Applicants are required to submit a competitive 24-month budget as part of the application submission. A required budget template will be available in the online application portal and the Homeless Services Division website. The City will reimburse up to 10% of indirect administrative costs of the proposed project.

**Match and Leveraging Requirements:** The City does not require any dollar match or leveraging from other sources by the applicants for the funds provided through this RFP. Any match or leverage is looked at positively within the review of proposals.

**Program Participant Eligibility:** HHAP funds must be used for the sole benefit of persons currently or at-risk of experiencing homelessness in Long Beach. Agencies awarded HHAP funds are required to ensure that all program participants meet the applicable eligibility requirements for the project as specified in this RFP. Applicants must not be discriminated from entry into this program on the basis of a protected class including race, national origin or citizenship status, religion, gender identity, sexual orientation, age, disability, veteran status, marital status, medical condition, political affiliation, citizenship or status as a victim of domestic violence.

**Certification of Homelessness or At-Risk of Homelessness:** Applicants approved for funding must be able to 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.

**Confidentiality:** Funded projects are required to develop and implement written policies and procedures to ensure the security and confidentiality of program participants and their protected identifying information. This includes program participant records, releases of information, and the address or location of any housing of a program participant.

**Housing First:** The agency 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.

**Harm Reduction:** The agency must adopt harm reduction policies, procedures, and practices

aimed at reducing the negative consequences of behaviors that are detrimental to participants' health and well-being such as risky or harmful behaviors. The program must incorporate a harm reduction model that aims to utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to stabilized housing pathways. However, 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.

**Trauma-Informed Care:** The agency must 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 agency must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to clients in a way that accounts for each participant's history, needs, and characteristics.

**Cultural Humility and Affirming Service:** Funded programs must 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.

**Universal Assessment:** The agency 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).

**Coordinated Entry System:** The agency shall work in collaboration with the broader Continuum of Care (CoC) system in Long Beach, including participating in the Long Beach Coordinated Entry System (CES). The agency must coordinate with the local CES to ensure that any point of entry in the CoC provides participants access to housing. The agency will participate in the Long Beach CES's intake process, which includes direct service for and referrals to appropriate homeless programs, mainstream resources, and housing. Funded projects must fill project vacancies from the CES hubs/prioritization list. The agency will participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.

**Coordination With Other Resources:** Projects supported by this RFP's funds must coordinate and integrate, to the maximum extent practicable, funded activities with other

programs focused to people experiencing homelessness in Long Beach, mainstream benefits, housing, health, social services, employment, education, and other programs for which individuals and families experiencing homelessness may be eligible. Specifically, recipients must work in coordination with and prioritize referrals through the Long Beach CES.

**Homeless Management Information System (HMIS) Participation:** All funded projects are required to participate in the Long Beach HMIS. Program participant data entry is required daily for service coordination purposes. User licenses and training will be provided by DHHS staff.

**Reporting:** The agency will be required to 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 HHAP-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 as needed until the grant is closed out.

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## Section V: Monitoring and Performance

Funded agencies will be required to maintain and submit to the City of Long Beach Department of Health and Human Services adequate information necessary to monitor program accountability and progress in accordance with the HHAP program and City of Long Beach requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP.

### *Performance Measures*

Projects funded under this RFP will be expected to achieve performance measures focused on navigation through the CES and utilization of services. These performance measures provide an indication about how well projects are functioning and where improvements are necessary and help the City identify gaps in services across the system of care.

In addition to the universal and common data elements tracked in the HMIS, the funded agency should aim to achieve the following performance measures, which will be evaluated at each reporting interval:

- 70% of program participants will participate in outside positive recruitment events and/or training opportunities
- 20% of program participants will be placed in competitive employment at program exit
- 60% of program participants placed in competitive employment will retain employment for at least 90 days



## Section VI: Evaluation Criteria

### *Application Threshold Requirements*

An application must meet threshold requirements as described below to be eligible for consideration:

1. The application is received by the stated RFP submission deadline.
2. The applicant is an eligible applicant as described in Section I.
3. The applicant completes all required sections and attachments.

An application may be deemed ineligible if the application does not meet all of the threshold requirements above or is incomplete. The City may request clarification of unclear or ambiguous statements made in the application and other supporting documents when doing so will not impact the competitive scoring of the application.

### *Evaluation Criteria*

All applications that meet threshold requirements will be rated based on the following criteria:

- **Organizational Capacity and Experience:** Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.
- **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.
- **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.
- **Performance:** Previous success in similar engagements and programs working with persons experiencing homelessness or other vulnerable populations.
- **Commitment to Racial Equity:** Experience working with vulnerable populations and diverse communities and demonstrated understanding of systemic racism.

- **Budget and Cost Efficiency:** Feasibility, reasonableness, and optimization of the proposed budget.

Each criterion will be rated separately. A composite score will be computed for each proposal based on a weighted sum of the individual ratings.

<b>SCORING CATEGORY</b>	<b>MAXIMUM POINTS</b>
Organizational Capacity and Experience	20
Project Design	35
Coordination and Collaboration	10
Program Readiness	10
Commitment to Racial Equity	5
Budget and Cost Efficiency	20
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

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**Section VII:  
Submittal Instructions**

Submission of an application shall constitute acknowledgment and acceptance of all terms and conditions contained herein. The application must be submitted in the legal name of the applicant organization. Applications must be certified by an authorized representative of the organization that has legal authority to enter into a contract with the City of Long Beach. The City will not accept joint applications for this RFP.

*APPLICATION SUBMISSION DEADLINE:*

Friday, May 28, 2021  
5:00 PM

*ONLINE APPLICATION LINK:*

<https://www.cognitofrms.com/CityOfLongBeach1/CityOfLongBeachHomelessEmploymentProgramGrantApplication>

*OPTIONAL PRE-BID/PROPOSAL MEETING:*

Wednesday, May 5, 2021  
11:00 AM  
**Outlook Calendar Invite**

**Online Submittal is required.** No emailed, faxed, mailed, or hand delivered copies will be accepted.

*Application Sections*

#	<i>Section</i>
1	HHAP Overview
2	Scope of Work
3	Agency Information
4	Eligibility Questions
5	Organizational Capacity and Experience
6	Project Design
7	Coordination and Collaboration

8	Performance
9	Commitment to Racial Equity
10	Budget and Cost Efficiency
11	Attachments
12	Agency Certification

### ***Narrative Questions***

Sections 5 to 10 in the online application will include narrative questions to provide responses that align with each evaluation criteria. Each question will have an 800-character limit, which should allow sufficient space to provide detailed and concise responses. It is recommended to draft responses in a Word Doc and copy to the online application portal once your agency is ready to submit.

#### **Section 5 – Organizational Capacity and Experience**

- a. Provide concrete examples that illustrate your agency'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.
- b. Describe your agency's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers.
- c. Describe steps that your agency will take to ensure that you will be ready to start services by July 1, 2021.
- d. Funding for the HHAP subcontract will be disbursed on a cost-reimbursement basis. Describe your agency's experience and capacity to maintain operational cash-flow while reimbursements are in process.

#### **Section 6 – Project Design**

- a. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP. Be sure to specify if your agency is applying to be a site provider, program operator, or both.
- b. How will your agency incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?
- c. Describe your agency's staffing plan and how it will cover the service responsibilities required of this program.

- d. Describe how your agency will provide all operational needs of the program.
- e. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.
- f. How will your program regularly receive and incorporate participant feedback?
- g. Describe your agency's safety plan for staff and participants at the site.

**Section 7 – Coordination and Collaboration**

- a. Describe your agency'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.
- b. Describe your agency's approach to collaboration with the Long Beach Coordinated Entry System (CES).

**Section 8 – Performance**

- a. Describe how your agency will track and evaluate the effectiveness of your project.
- b. Describe what performance metrics your agency will monitor and the approach to achieving these targets. Be sure to identify tools that your agency will utilize to capture data or document that project goals are being met.
- c. Describe your agency's experience using a Homeless Management Information System (HMIS) or comparable database system.
- d. Detail how your agency will actively work to identify and address performance concerns.

**Section 9 – Commitment to Racial Equity**

- a. Describe your agency's experience working with and serving culturally and racially diverse populations?
- b. Describe any plan and work that your agency has undergone to improve racial equity?
- c. 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.

## **Section 10 – Budget and Cost Efficiency**

- a. Describe your agency's financial accounting system and its capacity to administer the accounting requirements of this project.
- b. Describe your agency's experience in leveraging other Federal, State, local, and private sector funds.
- c. 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 the safe parking program.

## ***Required Attachments***

The application must be submitted with all attachments as requested. The budget form must be uploaded in Microsoft Excel format. All other attachments must be in PDF format. Failure to submit any of these documents in the application portal may result in ineligibility of the application. Do not include any other attachments, brochures, or information not requested in this application.

Attachments uploaded into the online application portal must be saved as individual files with the following title naming convention:

**[ATTACHMENT NAME]\_[Abbreviated Agency Name]\_HEP\_RFP-HSD-2021-002**

**Example:** Housing First Certification\_HSD\_HEP\_RFP-HSD-2021-002

See instructions for all application attachments here:

## ***Technical Assistance***

The City of Long Beach Department of Health and Human Services may provide general technical assistance between the release date of this RFP through the submission deadline. All technical inquiries must be submitted in writing via email to:

**HomelessServices@longbeach.gov**

Phone calls pertaining to RFP questions will not be returned.

Questions and answers will be posted periodically on the website and all answers to questions received during the question period will be posted no later than the date specified in this RFP on the City's Department of Health and Human Services, Homeless Services page located at: <http://www.longbeach.gov/health/services/directory/homeless->



[services/rfp-esg-cv/](#). Questions received after the allotted period will not be answered.

Applicants should check the City webpage for additional notifications and addendums to the RFP. Applicants that have technical problems with the RFP may contact the Homeless Services Division at [HomelessServices@longbeach.gov](mailto:HomelessServices@longbeach.gov); all responses will be sent via email.

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## Section VIII: Selection and Appeals Process

- A. Selection – Upon receipt, applications will be reviewed by Department staff in accordance with the threshold requirements. Only applications that meet the threshold requirements will be reviewed, rated, and ranked by the Evaluation Committee, which may comprise of Homeless Services Advisory Committee (HSAC) members and/or CoC Board members. Rating, ranking, and selection will be based on the evaluation criteria described in Section 6 of this RFP.
  
- B. Conditional Award – The evaluation committee will make a recommendation of funding based on their review. Notification letters will be emailed to applicants, which will have a five (5) business day period for other agencies to submit appeals to the conditional award(s) stated. Should no appeals be received, the City will formally adopt the award recommendation by City Council approval.
  
- C. Appeals – Agencies that do not meet the threshold requirements or who are not recommended for funding may appeal and address the members of the HSAC based only on the following guidelines (agencies recommended for only partial funding are not eligible to request an appeal):
  - 1. If the project does not meet the threshold requirements or is not selected for funding, the agency has the right to appeal, provided that the appeal is based upon Ad Hoc Review Committee violations of program regulations or errors on the part of the Ad Hoc Review Committee or staff. For example, reviewing members did not consistently follow the scoring criteria and process, as detailed above or there was a conflict of interest that prevented a fair review of the proposal.
  - 2. No appeals will be heard on the basis of funding level or ranking level.
  - 3. Agency's written appeal must be submitted within the timeline indicated in the notification letter. Each agency will have the opportunity to present the appeal to the HSAC. Each agency will receive a written notification on the outcome of the appeal.



## Section IX: Additional Requirements

- A. Funds from this grant program may not replace funds from other sources.
- B. Agencies contracting with the City will be subject to fiscal review prior to finalization of award. During such review, the agency must demonstrate appropriate administrative and financial controls as approved by City staff.
- C. Projects supported by the City of Long Beach funds must be of primary benefit to homeless persons or who are experiencing at-risk of homelessness and who are living in the City of Long Beach and should be focused on providing direct services to program participants. Services under these subcontracts must be delivered within the city limits of Long Beach.
- D. Projects approved for funding must consider how it functions in the broader CoC system to deliver results related to:
  - a. Street Outreach to populations in need and community education efforts
  - b. Active participation with the Coordinated Entry System for entry into Long Beach CoC
  - c. Real time HMIS usage, data quality and performance with HUD/local goals
  - d. Increasing participants' household income and enrollment in mainstream benefits
  - e. Educational Assurances (linkages) for all children in families
  - f. Sustaining consistently high program occupancy and utilization rates
  - g. Expedited permanent housing placements for all project types
  - h. Greater fiscal/programmatic capacity to meet and exceed stated scope of work, staffing levels and performance objectives within contract parameters
  - i. Implementation of strategies consistent with Opening Doors: Federal Strategic Plan to Prevent and End Homelessness
- E. Operating Agreement: Applicants approved for funding will be required to sign a subcontract with the City to ensure compliance with HHAP, Federal Executive Orders

and HUD regulations. HHAP funds are subject to Federal, State, and local regulations including, but not limited to: non-discrimination, equal opportunity, accessibility, lead-based paint, audits, procurement and environmental review.

- F. OMB Administrative Requirements and Cost Principles. Unless accepted under 24 CFR chapters I through IX, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, shall apply to Federal Awards made by the Department of Housing and Urban Development to non-Federal entities.
- G. Non-discrimination in Services and Employment: Applicants approved for funding shall not, in accordance with Federal law, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap as identified in Section 109 of the Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and 24 CFR § 570.602. In addition, Sub-recipient shall not discriminate in the provision of services hereunder because of religious belief, creed, medical condition, blindness, sexual orientation, marital status, pregnancy, parenthood, citizenship, gender identity, domestic partner status or AIDS or HIV status.
- H. Applicants approved for funding shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under this Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status or AIDS or HIV status.
- I. HHAP funds may be awarded to faith or religious-based organizations performing public social service activities, provided certain contractual provisions are included in HHAP Operating Agreements between the City and the entity. The grant agreement must include contract conditions stating that the social services provided are exclusively non-religious in nature and scope, there are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services and there is no religious discrimination in terms of employment or benefits under the social service project.
- J. Dun and Bradstreet Data Universal Numbering System (DUNS) Requirement – Any applicant seeking funding directly or indirectly from HUD or other federal agencies

must obtain a DUNS number and include the number in its Application for Federal Assistance submission (68 FR 38402). Failure to provide a DUNS number will prevent you from obtaining an award. The number can be registered or verified by calling 866-705-5711. For additional information, please visit <http://fedgov.dnb.com/webform>.

Applicants are reminded that when registering with D&B, please be sure to use the organization's legal name that is used when filing a return with or making payments to the Internal Revenue Service. Organizations should also provide the Zip Code, using the Zip Code plus the four additional digits. The DUNS number used in the application must be for the applicant organization.

Active Registration in the System for Award Management (SAM) – All applicant organizations must have an active registration in the SAM. To register, please visit <https://www.sam.gov/portal/public/SAM/>; you will need your DUNS number. The SAM is an ongoing project to integrate nine government wide acquisition and award support systems into one system. Currently, the SAM consolidates information from four systems: the Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS).

- K. Safeguarding Resident/Participant Files. In maintaining resident and participant records, HUD funding recipients shall observe federal, state, and local laws concerning the disclosure of records that pertain to individuals. Further, recipients are required to adopt and take reasonable measures to ensure that resident and participant records are safeguarded. This includes when reviewing, printing, or copying participant records.

## Section X: Conditions and Reservations

- A. 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 subcontract pursuant hereto, if it is in the best interest of the City to do so.
- B. All costs of proposal preparation shall be borne by the applicant organization. The City of Long Beach shall not, in any event, be liable for any pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expenses as part of the budget in the proposal.
- C. The proposal must set forth full, accurate, and complete information as required by this RFP. The applicant may not initiate any changes or additions after the proposal deadline.
- D. The City of Long Beach reserves the right to retain all submitted proposals and the proposals shall become the property of the City of Long Beach. Proposals may be required to be disclosed under the Public Records Act at a later date. Any department or agency of the City shall have the right to use any or all ideas presented in proposals submitted in response to this RFP without any change or limitation. Selection or rejection of a proposal does not affect these rights.
- E. The City of Long Beach reserves the right to communicate with funders or providers associated with the applicant to obtain additional clarification of design, program or agency fiscal and programmatic capacities and to utilize this information in the evaluation process.
- F. City of Long Beach reserves the right to conduct scheduled and unscheduled site visits of agency applicants by the City, applicable County, State and Federal entities, and their respective representatives.
- G. The City reserves the right to waive informalities and minor irregularities in proposals received.
- H. The City of Long Beach reserves the right to reject any or all proposals received in answer to this RFP if deemed incomplete or not appropriate.
- I. The City of Long Beach makes no representation that any subcontract will be awarded

to any applicant responding to this RFP.

- J. The City of Long Beach reserves the right to change application components and/or subrecipient agency submitted as it sees fit to better meet funder/local requirements.
- K. Agencies must agree to sign the Health Information In Compliance With the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HI TECH Act) Business Associate Agreement.

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## Section XI: Contract Conditions

- A. Contractors will be required to comply with conditions set forth by the City of Long Beach, the State of California, the U.S. Department of Housing and Urban Development (HUD), and in this RFP.
- B. The City sub-grantee contract will begin on the date specified in the contract term. Agencies may NOT incur program costs prior to the contract start date. The City will not reimburse agency for any incurred project costs beyond the contract period detailed in an executed City contract.
- C. Applicants approved for funding will be required to maintain and submit to the City of Long Beach, Department of Health and Human Services adequate information necessary to monitor program accountability and progress in accordance with Federal Regulations under HUD for Emergency Solutions Grant Program and City of Long Beach requirements. These conditions include but are not limited to: Annual Performance Reports, Source documentation for invoices, quarterly reports and insurance/contract requirements as specified in the contract.
- D. Insurance Requirements: As a condition precedent to the effectiveness of a contract with the City, Organization shall procure and maintain at Organization's sole expense for the duration of this contract and any extensions thereof 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. PROFESSIONAL LIABILITY INSURANCE covering the profession or professions provided by the Subcontract in an amount of not less than one million dollars (\$1,000,000) per claim. If a "claims-made" policy, it must provide for an extended reporting period of not less than three (3) years. Professional liability must be deleted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
  - b. WORKERS COMPENSATION as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$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, its Boards, and their officials, employees, and agents.

- c. BLANKET HONESTY BOND or CRIME INSURANCE in an amount of at least fifty percent of the amount of this Subcontract or twenty-five thousand dollars (\$25,000), whichever is greater, and that names the City of Long Beach loss payee as its interests may appear. Requirement may be waived if the Subcontract is awarded on a reimbursement-only, drawn-down basis.
- d. COMMERCIAL GENERAL LIABILITY INSURANCE equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors' liability, or products and completed operations liability, and, if minors or other vulnerable parties (e.g., disabled persons or seniors) are served as part of the scope, shall not exclude coverage for abuse and molestation. The City of Long Beach, and its Boards, commissions, officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its Boards, commissions, officials, employees, and agents. Professional liability must be deleted from the additional insured endorsement whenever the Organization has a combined general-professional liability policy.
- e. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an amount not less than Five Million Dollars (US \$5,000,000) combined single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15 passengers, and in an amount not less than Ten Million Dollars (US \$10,000,000) combined single limit (CSL) covering

Symbol 1 ("Any Auto") for any vehicle with 16 passengers or more. If Organization owns no autos, Organization may provide evidence of non-owned and fired auto insurance. This may be provided as an addition to the General Liability policy.

- f. ELECTRONIC DATA PROCESSING LIABILITY AND CYBERSPACE/ONLINE LIABILITY INSURANCE in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Subcontract, if online services apply.
- g. NOTICE OF CANCELLATION - Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, changed or terminated except after twenty (20) days prior written notice has been given to the City. This must be unqualified and may not include the usual qualifying language ("Endeavor to" and "but failure to...representatives.").
- h. DEDUCTIBLES AND SELF-INSURED RETENTIONS - All deductibles above \$1000 or self-insured retentions shall be reported to and approved by the City's Risk Manager or designee. 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 and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- i. NO LIMITATIONS ON LIABILITY - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor's liability or obligations under the grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.
- j. SUBCONTRACTORS TO SUBCONTRACTOR. Any subcontractors which Organization may use in the performance of this Subcontract 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.
- k. OTHER. Organization 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 years. Such insurance as required herein shall not be deemed to limit Organization's liability relating to performance under this Subcontract. 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 the contract.

#### E. Financial Requirements

New Agencies contracting with the City will be subject to fiscal review prior to finalization of award. The focus of the review is to verify that the financial system is adequate. If awarded a grant, the contractor shall establish a tracking system that will clearly and distinctly identify units of services and/or direct costs applicable to the services to be rendered under this contract. The contractor shall be required to submit invoices for the funds in a format to be established by the City.

The City's obligation to pay any sum for any fiscal year shall be contingent upon receipt of federal funds and upon appropriation by the City Council of the necessary funds for such payment by the City in each fiscal year during the term of contracts awarded. **In the event that the Long Beach City Council or the Federal government fails to appropriate the necessary funds for any fiscal year, the projects conditionally awarded for that period will either not be funded or funded at a reduced award level.**

Funding will be disbursed on a cost-reimbursement basis.

The following fiscal and accounting procedures shall be required:

1. Maintain a bank account and perform monthly bank reconciliation.
2. Designate specific employees to perform each of the following functions:
  - a. Receipt for goods and services provided to Contractor.
  - b. Approve the purchase of goods and services for Contractor.
  - c. Approve employee time worked.
3. Deposit all receipts in the bank account promptly and intact. (Do not pay any expense directly out of cash receipts.)
4. Maintain bank-validated copies for every deposit slip in chronological order. Each deposit slip should include sufficient detail to explain the source of the funds being deposited. (This may be done by recording the details on the deposit slip or by attaching supporting documentation, which may have been received with the receipts.)
5. Disburse all funds by check, other than petty cash, preferably signed by two officers of the contractor, neither of who is the bookkeeper or the accounting clerk.
6. Maintain documented support for every check written, which should include:
  - o Original invoice from vendor.
  - o Indication by signature and date of an authorized employee that the goods or services were received by the contractor. (This may be done on a separate receiving report, a copy of the packing slip or on the invoice itself).
  - o Indication that the goods or services were approved for purchase by an authorized individual (This should be by signature and date and should appear on the invoice or on the purchase requisition, if the contractor uses such).
7. Maintain and file all required tax and payroll reports with appropriate Federal and State agencies.
8. Maintain the following records in an orderly fashion by contractor's fiscal year until audited by the City:
  - o Bank Statements and Bank Reconciliation
  - o Deposit slips and supports
  - o Checks and supports
  - o Payroll records

- Cash receipts and disbursements journals
  - Monthly financial statements
  - Requests for reimbursements from the City and appropriate supporting documents
9. Maintain individual participant files in accordance with all applicable HUD regulations and the City of Long Beach Case Management Standards of Care Document to include, but not limited to, proof of homelessness, proof of Long Beach residency, income status, intake forms, and documentation of services.
10. Audit by the Long Beach City Auditor or designee, as requested.
- F. Contractor shall allow representatives of the City of Long Beach or HUD to inspect facilities, which are used in conjunction with the contracts that implement programs funded under this proposal.
- G. Each contractor must comply fully with all of the requirements specified in this RFP. The responsibility for accuracy rests entirely with the applicant.
- H. Contractors shall make available to representatives of the City of Long Beach or HUD, upon reasonable notice, all documentation related to the program funded by this contract (i.e., case files, program files, policies and procedures). Demographic information about program participants will be regularly transmitted to the City of Long Beach Department of Health and Human Services in a manner consistent with agreements protecting program participants and/or agency confidentiality rights.
- I. Contractors acknowledge that, as recipients of Federal funds, they will be required to comply with Federal regulations pertaining to the use of such funds. All regulations will be enumerated in the contract and will be incorporated by reference. It will be the contractor's responsibility to ensure compliance with applicable regulations. To the extent feasible, the City of Long Beach will provide the successful bidders with the applicable Federal regulations.
- J. Contractors will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit a copy of the audit report to the City of Long Beach Department of Health and Human Services within nine months after the end of the contractor's fiscal year.

- K. Contractors acknowledge that funds are NOT meant to replace or supplant other sources of funding and contractors will ensure that funds awarded are not used to replace or supplant other funds.
- L. Contractors should be aware that, in the event the measurable goals/objectives fall below City of Long Beach and HUD standards of successful performance measurements, the City may reduce or eliminate any future renewal or new funding of projects. Specific benchmarks of accomplishment will be established by contract using Scope of Work/Standardized Goals for all Long Beach funded projects.
- M. Contractors shall maintain any applicable licenses or permits, and meet any facilities code regulations required for the program(s) funded under this contract.
- N. Contractors shall participate in local planning (homeless related programs only), networking, training, capacity building, advisory boards and coordination meetings as appropriate.
- O. Contractors shall cooperate with related research and evaluation activities.
- P. Contractors will be required to sign certification regarding lobbying and debarment.

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City of Long Beach  
411. W Ocean Blvd.  
Long Beach, CA 90802

Visit us at [www.longbeach.gov](http://www.longbeach.gov)  
[Facebook.com/LongBeachCity](https://www.facebook.com/LongBeachCity)  
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This information is available in alternate format by request at 562-570-6257  
For an electronic version of this document, visit our website at [www.longbeach.gov](http://www.longbeach.gov)

# EXHIBIT “A-2”

## Scope of Work

**City of Long Beach  
Homeless Employment Program  
Scope of Work**

**Agency:** Volunteers of America Los Angeles

**Project Name:** City of Long Beach Homeless Employment Program

**Primary Place of**

**Performance:** 6841-6845 Atlantic Ave., Long Beach, CA 90805

**Project Summary**

VOALA will provide employment services for 30 individuals experiencing homelessness in Long Beach each year. These services will include outreach and coordination with partner agencies to identify potential participants, intake and assessment using the VI-SPDAT (including development of an Individual Employment Plan), case management, placement into/supervision during transitional employment (average of 16 hours/week/participant for up to 16 weeks), employment soft skills training (resume development, mock interviews, job search), referrals for housing and support services, permanent employment placement, and job retention supports for 6 months after placement. VOALA will provide transportation to/from employment sites, and sack lunches on participants' transitional employment days.

**Project Objectives**

Please see below for Number of Households and Persons to Be Served at a Point in Time and Unduplicated Number of Households and Persons to Be Served over 12-months.

Number of Households to be Served at Maximum Program Capacity:	<u>30</u>
Number of Persons to be Served at Maximum Program Capacity:	<u>30</u>
Total Number of Unduplicated Households to be Served over a 12-Month Period:	<u>30</u>
Total Number of Unduplicated Persons to be Served over a 12-Month Period:	<u>30</u>

**Target Population**

The program will target both sheltered (living in homeless shelters or precariously housed) and unsheltered residents living in the Long Beach Continuum of Care service area who are currently or at-risk of experiencing homelessness and meet the eligibility criteria as outlined in the RFP.

initial \_\_\_\_\_ KC

# EXHIBIT “B”

Cost/Rates



**Volunteers of America of Los Angeles**  
**Budget - City of Long Beach Homeless Employment Program**  
**Project Period: 7/1/21 - 6/30/23**

<b>PERSONNEL</b>	<b>ANNUAL SALARY</b>	<b>% TIME ON PROJECT</b>	<b>MONTHS ON PROJECT</b>	<b>24-MONTH BUDGET COST</b>
Job Developer	\$ 39,520.00	100	24	\$ 79,040.00
<b>Subtotal Salaries and Wages</b>				<b>\$ 79,040.00</b>

<b>FRINGE BENEFITS</b>	<b>% OF SALARIES</b>		
FICA @ 7.65%	7.65%	\$	6,047.00
Worker's Compensation @ 4%	4.00%	\$	3,162.00
Accidental Death and Disability @ 1.73%	1.73%	\$	1,367.00
Medical Insurance @ 8.38%	8.38%	\$	6,624.00
Dental Insurance @ 1.24%	1.24%	\$	980.00
<b>Subtotal Fringe Benefits</b>			<b>\$ 18,180.00</b>

<b>Subtotal Personnel</b>	<b>\$ 97,220.00</b>
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<b>OPERATING COSTS</b>	<b>QUANTITY</b>	<b>COST PER EACH</b>	<b>24-MONTH BUDGET COST</b>
Office Supplies	24	100	\$ 2,400.00
Computers	1	1600	\$ 1,600.00
Telephone and Internet Charges	24	209	\$ 5,016.00
Insurance	24	100	\$ 2,400.00
Staff Mileage	24	232	\$ 5,568.00
Direct Participant Supports	24	600	\$ 14,400.00
Wages for Program Participants	60	2402.07	\$ 144,124.00
<b>Subtotal Operating Costs</b>			<b>\$ 175,508.00</b>

<b>Total Direct Costs</b>	<b>\$ 272,728.00</b>
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<b>Indirect Costs</b>	<b>10%</b>	<b>\$ 27,272.00</b>
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<b>Total Program Costs</b>	<b>\$ 300,000.00</b>
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**City of Long Beach Budget Narrative**

**Personnel Costs (\$79,040):**

<b>Title</b>	<b>Percent Devoted to Project</b>	<b>Number of Months Committed</b>	<b>Annual Salary</b>	<b>Annual Project Budget</b>	<b>2-Year Project Budget</b>
Job Developer	100%	24	\$39,520	\$39,520	\$79,040
Description: The Job Developer provides direct employment preparation services for participants, including: assessments, development of IEP, life skills training, referrals for services and vocational training, placement into and supervision in transitional employment, permanent job placement assistance (including direct referrals to employers), networking with employers to identify jobs/make placements, post placement follow-up for 1 year, and data entry/maintenance of case files.					

**Fringe Benefits (\$18,180):**

Fringe benefits were calculated at 23% of salaries, which includes:

- FICA: 7.65%: \$79,040 salaries x 0.0765 = \$6,047
- Worker’s Compensation: 4%: \$79,040 salaries x 0.04 = \$3,162
- ADD: 1.73%: \$79,040 salaries x 0.0173 = \$1,367
- Health Insurance: 8.38%: \$79,040 salaries x 0.0838 = \$6,624
- Dental Insurance: 1.24%: \$79,040 salaries x 0.0124 = \$980

**Operating Costs (\$175,508)**

Operating Costs for the HEP project include:

- *Office Supplies: \$2,400:* This line item covers the costs of office supplies used in case management, job development, and program reporting for the project. Costs were calculated at \$100/month x 24 months = \$2,400/year.
- *Computers: \$1,600:* Computer used by the Job Developer calculated at \$1,600/each x 1. The computer will be a laptop to facilitate staff mobility.
- *Phone and Internet: \$5,016:* This line item covers the costs of landline and cell phone service for program staff, including a cell phone and Internet service for the Job Developer. Costs were calculated at \$209/month x 24 months = \$5,016.
- *Insurance: \$2,400:* This line item covers the costs of required organizational insurance for this project, including general liability and professional liability insurance. Costs were calculated at \$100/month x 24 months = \$2,400.
- *Staff Mileage: \$5,568:* This line item covers mileage driven by the Job Developer to meet with program participants, get to/from work sites to provide supervision to participants and support to employers, and attend meetings with employers and project partners. Calculated at \$0.58/mile x 400 miles/month x 24 months = \$5,568.
- *Direct Participant Supports: \$14,400:* Direct participant supports to support employment, including bus passes for participants to get to transitional employment, job interviews, and permanent employment, as well as

uniforms/work clothes/boots required for employment, calculated at \$600/month x 24 months = \$14,400.

- *Wages for Program Participants: \$215,040* (\$144,124 funded through City of Long Beach Homeless Employment Program funds, \$70,916 from employer contributions): VOALA will pay wages to program participants for their work in transitional jobs as part of the HEP program. Wages are calculated at \$14/hour x 16 hours/participant/week x 16 weeks x 30 participants/year x 2 years = \$215,040. VOALA anticipates that employers will contribute approximately 1/3 of participant wages (\$70,916), with the remaining 2/3 of wages (\$144,124) funded through City of Long Beach HEP funds.

#### **Indirect Costs (\$27,272)**

VOALA maintains a Federally Approved Indirect Cost Rate Agreement of 12.12%. In alignment with the requirements of the RFP, VOALA has limited indirect costs allocated to this project to 10% of direct costs. Direct costs of \$272,728 x 0.10 = \$27,272. This supports all administrative tasks associated with the project, including accounting, human resources, evaluation, and executive staff.

#### **Leveraged Resources:**

VOALA will leverage a number of existing staff and program services to support the City of Long Beach Homeless Employment Program. This includes:

- **Program Manager:** VOALA will leverage an existing Program Manager (Craig Henry) to supervise the Job Developer for the Long Beach HEP program. The Program Manager will also coordinate services with the City and employers. VOALA will dedicate 0.25 FTE of the Program Manager to the HEP program, valued at \$13,750 (\$55,000/year x 0.25 = \$13,750).
- **Public Benefits Assistance:** VOALA will provide benefits advocacy services funded by our County Benefits Advocacy contract. Calculated at \$595/participant x 60 participants = \$35,700.
- **Permanent Housing Subsidies:** VOALA will provide rental subsidies for Veterans funded through HUD-VASH, calculated at \$10,000/household x 6 households = \$60,000.
- **Housing Navigation:** VOALA will provide housing navigation services funded through County of Los Angeles and LAHSA contracts. Calculated at 0.5 FTE x \$54,600 (salary and benefits) = \$27,300.
- **Veteran Services:** VOALA will provide case management and supportive services for Veteran households funded through our SSVF contract. Calculated at \$5,500/household x 6 households = \$33,000.
- **Housing Stabilization:** VOALA will provide housing stabilization services for participants after they secure permanent housing through our ODR Clinical Contract. Calculated at \$2,000/client/month x 12 months x 5 clients = \$120,000.
- **Housing Stabilization:** VOALA will provide housing stabilization services for participants after they secure permanent housing through our ODR Housing Contract. Calculated at \$9,000/Case Manager/Month x 12 months x 0.5 FTE = \$54,000.
- **Housing Stabilization:** VOALA will provide housing stabilization services for participants after they secure permanent housing through our County ICMS contract. Calculated at \$9,000/Case Manager/Month x 12 months x 0.5 = \$54,000.

- Housing Stabilization: VOALA will provide housing stabilization services for participants after they secure permanent housing through our Whole Person Care contract. Calculated at \$450/client/month x 12 months x 5 clients = \$27,000.
- Head Start/Early Head Start: VOALA will provide Head Start/Early Head Start services for children of adults participating in the program, calculated at \$7,500/household x 5 households = \$37,500.
- SUD Treatment: VOALA partner provider SHAWL House will provide substance abuse treatment services valued at \$5,000/person x 5 people = \$25,000.

# EXHIBIT “C”

City’s Representative(s):

Kristian Castro

Administrative Coordinator, DHHS

Office: 562.570.4522

[Kristian.Castro@longbeach.gov](mailto:Kristian.Castro@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Craig Henry, Sr. Program Manager

Office: (213) 800-4282

[chenry@voala.org](mailto:chenry@voala.org)