

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

CONTRACT

**34011**

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3 THIS CONTRACT is made and entered, in duplicate, as of August 19, 2015  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on August 11, 2015, by and between ALLIANCE  
6 FOR HOUSING AND HEALING, a California nonprofit corporation, with offices located at  
7 825 Colorado Blvd., Los Angeles, California 90041 ("Organization"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City Council approved an Ordinance establishing the  
10 Mayor's Fund for the Homeless ("Mayor's Fund"); and

11 WHEREAS, Organization provides human or social services to homeless  
12 residents of the City; and

13 WHEREAS, City wishes to support said services by providing funding  
14 through the Mayor's Fund; and

15 WHEREAS, the City Council has authorized the City Manager to enter into a  
16 contract with Organization that provides the following:

- 17 1. Funding within a maximum amount;  
18 2. Program accountability by the City; and

19 WHEREAS, Organization agrees to perform said services and to provide City  
20 with the information and supporting documentation required herein;

21 NOW, THEREFORE, in consideration of the terms and conditions contained  
22 herein, the parties agree as follows:

23 1. SCOPE OF WORK OR SERVICES. Organization shall provide direct  
24 and indirect human or social services to homeless residents of the City, in accordance with  
25 Attachment "A" entitled "Scope of Work and Budget", attached hereto and incorporated  
26 herein by this reference.

27 A. Total disbursements made to the Organization under this  
28 Contract by City shall not exceed Twenty-Two Thousand Five Hundred Dollars

1 (\$22,500). Organization shall prepare invoices and submit them to City for payment.  
2 Organization shall attach documentation to each invoice that evidences the amount  
3 expended as shown on the invoice. Documentation shall include copies of  
4 cancelled checks and other documents supporting the charges in the invoices.  
5 Invoices shall show units of service and costs identified in Attachment "A". Failure  
6 to submit an invoice and its accompanying documentation may result in late  
7 payment from the City. City reserves the right to refuse payment of an invoice  
8 received sixty (60) days after the end of the Contract period.

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

17 2. TERM. The term of this Contract shall commence at 12:01 a.m. on  
18 August 11, 2015, and, unless sooner terminated as provided herein, shall terminate at  
19 midnight on December 31, 2016.

20 3. AUDIT.

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

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

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

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

15 4. NONDISCRIMINATION.

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

27 B. Organization shall permit access by City or any other agency  
28 of the county, state or federal governments to Organization's records of

1 employment, employment advertisements, application forms and other pertinent  
2 data and records for the purpose of investigation to ascertain compliance with the  
3 fair employment practices provisions of this Contract.

4 5. INDEPENDENT CONTRACTOR.

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

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

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

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

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

11 8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

28                   E. Any modification or waiver of the insurance requirements

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

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

10 9. LIMITATIONS ON RELIGIOUS ACTIVITIES.

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

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

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

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

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

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

28 iii. The portion of the facility used for housing or supportive



1 services only assisted in whole or in part under this Contract or in which  
2 services are provided that are assisted under this Contract shall contain no  
3 sectarian religious symbols or decorations.

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

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

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

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

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

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

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1           13.    ENTIRE AGREEMENT. This Contract, including all exhibits and  
2 attachments hereto, constitutes the entire understanding of the parties and supersedes all  
3 other agreements, oral or written, with respect to the subject matter herein. This Contract  
4 shall not be amended, nor any provision or breach hereof waived, except in writing by the  
5 parties that expressly refers to this Contract.

6           14.    WAIVER. The acceptance of any service or payment of any money  
7 by the City shall not operate as a waiver of any provision of this Contract, or of any right to  
8 damages or indemnity stated herein. The waiver of any breach of this Contract shall not  
9 constitute a waiver of any other or subsequent breach of this Contract.

10          15.    LAW. This Contract shall be governed by and construed pursuant to  
11 the laws of the State of California, without regard to conflicts of law principles.

12          16.    AMBIGUITY. In the event of any conflict or ambiguity between this  
13 Contract and one or more attachments, the provisions of this Contract shall govern.

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

ALLIANCE FOR HOUSING AND HEALING, a California nonprofit corporation

September 3, 2015

By [Signature]  
Name JERRY GORDON  
Title Executive Director

\_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Organization"

CITY OF LONG BEACH, a municipal corporation

Sep. 23, 2015

By [Signature]  
City Manager  
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 9/16, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

**City of Long Beach  
Mayor's Fund for the Homeless  
Scope of Work and Budget**

**Agency:** Alliance for Housing and Healing      **CLB Contract:** \_\_\_\_\_

**Program Objective:** Mayor's Fund allocation of **\$22,500** to fund furniture and appliances for 18 supportive apartment units that will house chronically homeless individuals with HIV/AIDS and/or other chronic health conditions in the City of Long Beach

Service Activities	Total Amount Funded
1. Funds to purchase furniture and appliances	\$22,500
<b>TOTAL CITY OF LONG BEACH CONTRACT</b>	<b>\$22,500</b>

Initial Here:   
Authorized Agency Official