

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

AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of April 1, 2022, for reference purposes only, pursuant to Chapters 2.69 and 2.85 of the Long Beach Municipal Code, by and between THE ILLUMINATION FOUNDATION, a California corporation ("Contractor"), with a place of business at 1091 N Batavia St., Orange, California 92867, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the scope and magnitude of the response necessary to proactively slow the spread of, and combat, COVID-19 in the City is beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, pursuant to Chapter 2.85 of the Long Beach Municipal Code, the City Manager and Purchasing Agent have the authority to approve purchases, rentals, or leases of goods or services related to a proclaimed emergency; and

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the operation of Project Room Key, a 47-unit property located at 1500 E Pacific Coast Hwy, Long Beach, CA 90806 that is currently used for interim housing people experiencing homelessness and in a COVID-19 high risk category ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposal No. HE22-018 ("RFP"), incorporated by this reference as if fully set forth herein, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1 1. SCOPE OF WORK OR SERVICES.

2 A. Contractor shall furnish specialized services more particularly
3 described in Exhibit "A", attached to this Agreement and incorporated by this
4 reference, in accordance with the standards of the profession, and City shall pay for
5 these services in the manner described below, not to exceed Four Hundred Twelve
6 Thousand Eight Hundred Seven Dollars (\$412,807) annually, at the rates or charges
7 shown in Exhibit "B".

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

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

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

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

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

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

17 2. TERM. The term of this Agreement shall commence at midnight on
18 April 1, 2022, and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated
19 as provided in this Agreement, or unless the services or the Project is completed sooner.

20 3. COORDINATION AND ORGANIZATION.

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

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

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

18 5. INSURANCE.

19 A. As a condition precedent to the effectiveness of this
20 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
21 duration of this Agreement, from insurance companies that are admitted to write
22 insurance in California and have ratings of or equivalent to A:V by A.M. Best
23 Company or from authorized non-admitted insurance companies subject to Section
24 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
25 by A.M. Best Company, the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to
27 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,
2 cross liability, independent contractors liability, and products and completed
3 operations liability. City, its boards and commissions, and their officials,
4 employees and agents shall be named as additional insureds by
5 endorsement (on City's endorsement form or on an endorsement equivalent
6 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
7 shall contain no special limitations on the scope of protection given to City,
8 its boards and commissions, and their officials, employees and agents. This
9 policy shall be endorsed to state that the insurer waives its right of
10 subrogation against City, its boards and commissions, and their officials,
11 employees and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 \$1,000,000. This policy shall be endorsed to state that the insurer waives
15 its right of subrogation against City, its boards and commissions, and their
16 officials, employees and agents.

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

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

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

27 C. Each insurance policy shall be endorsed to state that coverage
28 shall not be reduced, non-renewed or canceled except after thirty (30) days prior

1 written notice to City, shall be primary and not contributing to any other insurance
2 or self-insurance maintained by City, and shall be endorsed to state that coverage
3 maintained by City shall be excess to and shall not contribute to insurance or self-
4 insurance maintained by Contractor. Contractor shall notify City in writing within five
5 (5) days after any insurance has been voided by the insurer or cancelled by the
6 insured.

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

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

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

26 G. Any modification or waiver of these insurance requirements
27 shall only be made with the approval of City's Risk Manager or designee. Not more
28 frequently than once a year, City's Risk Manager or designee may require that

1 Contractor, Contractor's sub-Contractors and contractors change the amount,
2 scope or types of coverages required in this Section if, in his or her sole opinion, the
3 amount, scope or types of coverages are not adequate.

4 H. The procuring or existence of insurance shall not be construed
5 or deemed as a limitation on liability relating to Contractor's performance or as full
6 performance of or compliance with the indemnification provisions of this Agreement.

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

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

28 8. MATERIALS. Contractor shall furnish all labor and supervision,

1 supplies, materials, tools, machinery, equipment, appliances, transportation and services
2 necessary to or used in the performance of Contractor's obligations under this Agreement,
3 except as stated in Exhibit "D".

4 9. OWNERSHIP OF DATA. All materials, information and data
5 prepared, developed or assembled by Contractor or furnished to Contractor in connection
6 with this Agreement, including but not limited to documents, estimates, calculations,
7 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
8 models, reports, summaries, drawings, designs, notes, plans, information, material and
9 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
10 and City shall have the unrestricted right to use and disclose the Data in any manner and
11 for any purpose without payment of further compensation to Contractor. Copies of Data
12 may be retained by Contractor but Contractor warrants that Data shall not be made
13 available to any person or entity for use without the prior approval of City. This warranty
14 shall survive termination of this Agreement for five (5) years.

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

25 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
26 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
27 performing its services, during the term of this Agreement and for five (5) years following
28 expiration or termination of this Agreement. In addition, Contractor shall keep confidential

1 all information, whether written, oral or visual, obtained by any means whatsoever in the
2 course of performing its services for the same period of time. Contractor shall not disclose
3 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
4 of others except for the purpose of this Agreement.

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

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

25 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
26 from any amount payable to Contractor (whether or not arising out of this Agreement) any
27 amounts the payment of which may be in dispute or that are necessary to compensate the
28 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for

1 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
2 performing or failing to perform Contractor's obligations under this Agreement. In the event
3 that any claim is made by a third party, the amount or validity of which is disputed by
4 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
5 City may withhold from any payment due, without liability for interest because of the
6 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
7 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
8 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

26 17. PREVAILING WAGES.

27 A. Consultant agrees that all public work (as defined in California
28 Labor Code section 1720) performed pursuant to this Agreement (the "Public

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Work”), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a “public work” as defined in California Labor Code section 1720.

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

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

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant’s breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of

1 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
2 omissions or misrepresentations committed by Consultant, its officers, employees,
3 agents, subcontractors, or anyone under Consultant's control, in the performance
4 of work or services under this Agreement (collectively "Claims" or individually
5 "Claim").

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

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

20 D. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

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

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

3 22. NONDISCRIMINATION.

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

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

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

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

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

28 C. If the Consultant fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
2 to become due under the Agreement may be retained by the City. The City may
3 also pursue any and all other remedies at law or in equity for any breach.

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

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

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

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

27 26. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 27. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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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.

THE ILLUMINATION FOUNDATION, a California corporation

APRIL 4, 2022

By [Signature]
Name JOHN NG
Title CFO

APRIL 4, 2022

By [Signature]
Name PAUL LEON
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 11, 2022

By [Signature]
City Manager

"City"

EXERCISED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on April 7, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

Should more funding become available for Project Room key through other grants and initiatives, the Awarded Contractor may receive an extension and/or augmentation in their contract to extend the term, scope of work, and/or to expand programming.

If 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.

2 Scope of Work

2.1 Description of Services

The City is issuing this RFP to select an operator for a 47-unit property leased through the City for Project Room key. This RFP will award funding to support client services and building operations for up to five (5) months. The additional beds of interim housing made available by this Project will be prioritized for people experiencing homelessness with underlying health conditions and/or who are 65 years of age or older. The on-site security team must be properly trained in the trauma-informed guiding principles, an approach used to engage people with a history of trauma, to ensure a safe and thriving environment for participants, staff and the surrounding community. Three meals per day will be covered through a contractor with the City. Additional information can be found in Section 2.1.3 Other Requirements.

The current operations of the Project Room key hotel program are as follows: site is staffed 24 hours per day, seven days per week - 24/7, the current staffing pattern is one (1) Shift Supervisor with three (3) Shelter Associates/monitors per shift, for a total of four (4) shelter staff per shift. There are three shifts. Shifts are from 6:00 A.M. to 2:00 P.M.; 2:00 P.M. to 10:00 P.M.; and 10:00 P.M. to 6:00 A.M., however this could be shifted based upon the selected providers shifts. Additionally, there is onsite security staff providing a safe environment for community members and staff around the clock.

2.1.1 Participant Eligibility

The primary population to be served by Project Room Key are adults experiencing homelessness with underlying health issues (in COVID-19 high-risk category). The program will also be serving persons who are in the process of being triaged and linked with other interim housing programs.

Most persons served within Project Room Key will have complex health issues; however, they will be expected to do their Activities of Daily Living (ADLs) with minimal assistance and coordinated with their health care. For persons who need additional care, the Awarded Contractor can coordinate with the City Homeless Services Division to look at higher care options within the City.

The Awarded Contractor is required to ensure that all program participants meet the applicable eligibility requirements for the project as specified in this RFP. Program

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

Founded in 2008, Illumination Foundation provides integrated services, including ICMS, housing navigation, and medical and behavioral health linkages, to increase the stability of those experiencing homelessness. We served 4,362 clients in 2021, provided 395,715 safe shelter nights, provided 787 individuals with recuperative care, housed 655 individuals, and served 243 children and parents through our family emergency shelters.

For the past year, we have successfully operated Long Beach Emergency Shelter, a 102-unit Project Homekey hotel serving homeless adults with underlying health conditions and/or age 65+. We received an intent to award notice 1/20/21 and began serving clients 3/18/21. Through January, we had served 152 unique clients.

Since 2020, we have provided shelter and recuperative care to mitigate the spread of COVID within the OC homeless population. At the project’s onset we opened six COVID locations within four weeks and to date have served more than 2,500 individuals.

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

Illumination Foundation is a nonprofit corporation governed by a board of directors.

Our executive leadership team numbers four—CEO, COO, CFO, and Executive Director of Healthcare Services. They report to the CEO, who reports to the board.

Our director-level staff members manage our contracts, including services, program sites, and direct client care. They are assigned one primary C-level executive to report to, and also share information at weekly directors meetings.

Our program sites have managers who work with and oversee direct client care staff. Managers report to their directors.

We currently have 314 employees and 23 interns. In 2021, we welcomed 458 volunteers.

3. Describe steps that your organization will take to ensure that you will be ready to start services at the Project Room Key site by March 2022.

We will draw on our depth of experience with similar projects to ensure we are ready to start services in March 2022.

Our successful Long Beach Project Homekey launch, when we staffed the project in a matter of weeks, is one recent example of our ability to quickly pivot and staff new projects. Our OC Project Roomkey COVID-19 mitigation launch, when we hired, trained, and on-boarded more than 230 staff in the space of four weeks, is another. That project was unprecedented in both its urgency and scope and taught us many lessons. We will employ a similar blueprint for this program using the knowledge that we've gained.

Our HR department will ensure that program staff is hired by the project's start date. Our multicultural staff will display an understanding of homelessness and possess empathy to effectively serve the needs of this population. Staff will be given on-the-job training and support, and opportunities to shadow staff in comparable roles.

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

Historically we have operated many contracts on a cost-reimbursement basis. Current examples include our LB Project Homekey contract, LB ICMS contract, two federal HUD contracts, Anaheim HAPP and CHIPP, and Garden Grove Rapid Re-Housing, among others. We have both the experience and capacity to maintain operational cash flow while reimbursements are in process, as demonstrated by the many new projects we undertake with upfront funding. For example, we currently are funding the purchase and remodeling of a multi-unit housing facility in Santa Ana for seniors and families.

We maintain strong internal policies and procedures in order to maintain operational cash-flow. Financial statements are provided monthly to the Finance Committee and the Board of Directors. Statements include year-to-date actual income and expense, year-to-date budget, variance, annual budget, balance sheet, and cash flow statement. This ensures accountability and sustainability, while allowing for goal setting.

Project Design

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

IF has substantial capacity to operate the City of LB's 44-room Project Roomkey property and is committed to deploying resources to that end. Our LB Homekey experience has given us timely insight into best practices for keeping clients, staff, and community safe, as well as the staff and services necessary to best shelter vulnerable homeless individuals and successfully link them to housing opportunities.

We'll utilize low-barrier principles, participate in the intake process, provide participant-centered case management/housing navigation/ISPs, and access to mental health and substance use services. We'll coordinate meals, provide snacks/beverages, provide transportation, provide 24/7 on-site security. Staff and security will be trained in substance use emergency mitigation.

We'll work within the CES, prioritizing those with underlying health conditions and/or age 65+, attend care coordination meetings, provide participant documentation, adhere to billing and reporting requirements.

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

These three principles are built into all IF programming, and all client-care staff is trained to practice them.

Housing First: We meet all clients where they are in their journey, employing low barriers to entry and not exiting for standard noncompliance, substance use, or history of mental illness. We work to establish trust, believing that health, substance use, and mental health issues are more successfully addressed within the stability of a housed environment.

Harm Reduction: We do not impose sobriety as a condition of program participation. Our case managers employ noncoercive and nonjudgmental strategies in order to reduce the negative consequences of substance use and promote positive health goals.

Trauma-informed Care: We recognize that all our clients will have a history of trauma. We promote a culture of safety, empowerment, and compassion in order to give each client their best opportunity to stabilize, and ultimately to heal.

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

Our staffing plan will ensure that we can provide COVID-19 mitigation services, intake services, including diversion, case management/housing navigation services, transportation to appointments, food distribution, water and snack provision, cleaning, janitorial/maintenance, and security.

Staffing Model

To effectively run the proposed program for the initial contract term, we estimate devoting a total of 15 FTEs, including:

- 1 FTE Manager
- 4 FTE Site Supervisors
- 8 FTE Site Staff
- 2 FTE Case Managers

The plan also includes 24/7 monitoring of the facility by two security personnel at all times. Illumination Foundation will secure security services through our current security provider.

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

Illumination Foundation focuses on a diversion approach that assesses housing options other than entrance into an emergency shelter, including financial assistance, mediation, and family/friends. Our approach emphasizes out-of-the-box, creative thinking as essential to the diversion process. We incorporate an individual's natural support system with the goal of finding the quickest and most cost-effective resolution to their housing crisis.

We strive to ensure that those with alternative resources will not access the CES system, but instead be provided direct referrals or connected with an agency that can offer successful diversion assistance. We support clients to actively problem-solve utilizing resources already available to them.

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

We have lengthy experience providing operational needs for many facilities, including our LB Homekey facility and high-volume shelter operations. Our program manager will oversee all operational aspects. Our logistics team will oversee inventory, purchasing, distribution.

The pandemic remains fluid; clients will be instructed on masks, social distancing, etc. Client rooms will be cleaned and fresh bed linens provided weekly at minimum. We'll provide hygiene items, including PPE. Shared spaces will be cleaned regularly.

Staff will perform inspections and maintenance for minor repairs and track task completion. Major issues will be reported to the City. We'll employ policies developed for our Homekey property for service animals, food and goods delivery, security patrol. We'll be committed to maintaining a pest-free environment. Trash bags will be emptied daily at a minimum. Staff will be trained in the identification, prevention of common pests. The facility will be regularly sanitized.

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

We recognize that many organizations currently face staffing challenges. This realization prompted us to enhance our incentive program for hiring. We also prioritize paying our staff fair wages with benefits. We will begin the recruitment process with the immediacy required to ensure that the program is fully staffed and ready to fulfill contract goals at the outset of the program. Our experienced human resources team will actively post the positions on appropriate job boards and online employment listing resources, while also providing opportunities for internal candidates.

Because we currently are fulfilling two contracts (Homekey and ICMS) with the City, we are acutely aware of the city's lack of affordable housing inventory. We will address this through continued concerted outreach efforts to identify available properties and continue to work tirelessly to strengthen our relationships with landlords in order to house our clients as quickly as possible.

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

We will use client surveys administered twice annually in order to receive and incorporate client feedback. Surveys are reviewed by director-level staff, and the results are compiled in our

database, which tracks achievement of stated benchmarks. The results are used to help improve our services.

We also will use *Illuminate Us*, our confidential feedback program for staff and clients. A feedback box for staff and a separate one for clients are installed at every Illumination Foundation site. All clients are informed about the program. Comments are collected monthly and reviewed by executive-level staff, which shares pertinent information with staff, engendering discussion and action plans to incorporate relevant feedback and suggestions to improve our programs whenever possible.

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

COVID: Client and staff safety is our top priority. Staff is trained in infectious disease protocol, including COVID-19 safety, and we remain vigilant, amending our policies whenever necessary to reflect changes in public health guidelines. We also follow protocols for conditions such as flu, seizures, mental health episodes, bed bugs, etc.

General: In addition to scheduled safety checks, staff is trained to visually observe the safety and wellness of participants, taking note of a person, situation, or environment at regular intervals to ensure that all clients are accounted for and free of potential harm or danger. Client's room is observed to ensure it is clean and free of illicit items, debris, etc., and to ensure that clients are caring for themselves independently.

Additional: All staff receive our Safety Manual and are trained in fire/earthquake evacuation procedures. All staff are trained on security policies regarding Meghan's Law, Client IDs, controlled substances, etc.

Coordination and Collaboration

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

We understand that referrals of people currently living at the site have come through outreach and the MSC. All new participants will be screened and referred through the CES. Vacancies will

be filled through the prioritization list. To support entry of our clients into the CES, we will ensure they have a VI-SPDAT assessment and are document ready.

As providers of services under two contracts with the City (Homekey and ICMS), we are working in collaboration with the broader CoC system in Long Beach to ensure that all persons experiencing homelessness will have access to the same resources, referrals, and assessment and prioritization process. We previously have hosted a focus group to discuss ways to better streamline the process. We participate in CoC meetings and other initiatives that support quality service delivery within the system of care.

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

We have actively participated in the LA and OC CES and broader CoC for many years and have actively participated in the LB CES and CoC for one year. Our goal is to ensure that persons experiencing homelessness in Long Beach will all have access to the same resources, referrals, and assessment and prioritization process.

During the past year, our clients have benefited from LB City College Nursing Students doing a mental health rotation at our Homekey facility. For our LB ICMS contract, we are partnering with Interval House, who will provide services to clients who are victims of domestic violence. We have connected Homekey clients to PCPs and mental health treatment through the City of Long Beach. We believe in participating fully in the CES in order to nurture valuable relationships to best serve our clients. We participate in CoC meetings, relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.

Performance

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

We take a collaborative and data-driven approach to program evaluation and have a dedicated data team that supports all of our projects with valuable insights. As an organization, we create Key Performance Indicators for all our projects in order to track and evaluate the effectiveness of our work. This process includes regular report running and evaluation in weekly meetings. We record project data in both the HMIS and in KIPU, our internal client management system designed to record and track client welfare and outcomes.

The LB Project Roomkey program manager will work directly with staff to accurately collect data and will communicate results to the director of client care services. Case notes kept by case managers will also be reviewed regularly to ensure we're on track with program objectives and goals, as well as to provide a qualitative context to the data and other measures of success.

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

Target: Homeless, adult, underlying health conditions and/or age 65 or older

Performance Metric and Approach: Part of intake; capture in HMIS and KIPU client management system

Target: Site operator shall maintain a 95% occupancy of units within the program

Performance Metric and Approach: Accept all CES prioritizations; Housing First, harm reduction, trauma-informed care; HMIS and KIPU

Target: 40% of participants exit to a permanent housing destination

Performance Metric and Approach: Individual Stability Plan fulfillment and milestone tracking—vouchers obtained, income linkages, medical and behavioral linkages—in HMIS and KIPU

Target: Average length of stay within the program is less than nine (9) months

Performance Metric and Approach: Outstanding case management/housing navigation services; tracking LOS in HMIS and KIPU

Target: Linkages to resources and exit outcomes

Performance Metric and Approach: Individual Stability Plan fulfillment, milestone tracking, exit surveys, HMIS and KIPU

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

As a long-time recipient of federal funding, we have extensive experience using the HMIS across multiple continuums, including Long Beach, to collect client-level data and data on the provision of housing and services to homeless individuals and families.

We will comply with HUD standards on participation, data collection, and reporting under a local HMIS. Our staff will use the Long Beach continuum's HMIS to track client demographic data, track housing placements, and document case management services and achievements.

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

We will proactively work both within our organization and with the City to identify and address any performance concerns that might arise. We will monitor the target goals in order to track and evaluate the effectiveness of our work. This will include regular report running and evaluation. We will record project data in both the HMIS and in KIPU, our internal client management system designed to record and track client welfare and outcomes, and we will monitor outcomes in order to identify any issues that might arise.

We will schedule regular internal check-in meetings with management and staff to review progress and discuss any concerns. In the event that concerns or issues arise, we will communicate them in a timely manner to the City and discuss solutions. As active members of the CoC, we will also communicate regularly with our CoC partners as we work toward our common goals.

Commitment to Racial Equality

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

Throughout our programs, we serve clients who come from diverse ethnic, cultural, and linguistic backgrounds. Guided by the vision that every person has an intrinsic right to home, health, and dignity, we provide our clients with the tools they need to overcome historic, systemic barriers to healthcare and housing.

The clients we served in 2021 were 38% Hispanic/Latino; 37% White; 9% Black or African American; 2% Asian; 2% Multiracial; 1% Native American Indian, Indigenous peoples, or Alaska Native; and 1% Native Hawaiian or Other Pacific Islander. (For the remaining 10%, this information was either not tracked or not disclosed.)

By serving culturally and racially diverse populations, we not only respond to the immediate needs of families and individuals by supporting them to improve their lives but simultaneously take an active role in the process of creating a more socially just and equitable society.

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

We are a minority-led organization that applies a racial equity lens to all our work, knowing that the majority of individuals we serve face systemic barriers to accessing housing, healthcare, credit, and employment that are causally linked to discriminatory practices. We maintain race consciousness in our work, both with our clients and within our organization.

We consistently strive to maintain DEI consciousness. We have built a staff that reflects the clients we serve, with multicultural, multilingual, and lived experience representation at all levels of the organization. In 2021, we formed a DEI committee to assess ourselves and create a more proactive strategy to integrate DEI principles into everything we do. Beginning this year, our organization will recognize Juneteenth National Independence Day as an official holiday. We also have begun the process of incorporating the principle of racial equity into our guiding principles.

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

We were founded by two persons of color, and the organization has been dedicated to diversity in hiring practices since its inception. We have proactively built a staff that reflects the clients we serve, with multicultural, multilingual, and lived experience representation at all levels of the organization.

Our four-person executive team is composed of one Latinx, two Asians, and one South Asian.

Although it is for many a deeply private subject, when asked in a recent internal survey about their personal experience with homelessness, 23 members of our organization described themselves as having lived experience.

Our current staff composition in terms of ethnicity/race includes: 47% Hispanic, 21% White, 13% Black, 7% Asian, 12% Mixed and/or declined to answer. All staff receive training that reflects our commitment to diversity, equity, and inclusion. We will continue to apply a racial equity lens to all that we do, with the intention of growing even stronger and better serving our clients.

Communications and Reporting

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

Our dedicated accounting department ensures accurate reporting throughout the year. We utilize QuickBooks Enterprise for financial record keeping and leverage both the Chart of Accounts and Class System to manage all restricted funding, releases, and federal grants. We adhere to GAAP standards. The CFO and Controller maintain internal controls, ensuring accurate and timely dissemination of financial management reports, including but not limited to accounts payable and accounts receivable, including billing, purchase orders, expense reports, and cash controls. The Finance Committee, consisting of five board members, meets monthly to review financial results before distributing them for full Board review.

As discussed previously, we have extensive experience adhering to complex contract billing and reporting requirements, including cost-reimbursement contracts. No audit issues have been raised by the outside auditors since we started preparing independent financial statements in 2011.

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

Examples:

We have collaborated with Anaheim school districts since 2014 to provide permanent supportive housing to unstably housed children and their families, working with the City on a novel approach to blend HOME and ESG funding to facilitate rental assistance and services.

We built a family emergency shelter with funding support from the OC Children & Families Commission, Home Aid, and private funders.

The LADHS refers clients discharged from hospitals to our recuperative care until a permanent housing placement is prepared by LADHS. Various funding sources, including Housing for Health funding through Brilliant Corners, support the project.

We partnered with GDS Innovation Lab, a private company, to develop an 18-unit, permanent housing micro-community in El Monte. LifeArk, GDS' inaugural project, takes an innovative approach to constructing modular housing, providing solar-powered, lightweight, energy-efficient units to efficiently meet the needs of vulnerable communities.

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

N/A

Cost proposal, financial stability document, and attachments follow.

EXHIBIT “B”

Rates/Charges

3-Month Operating Budget
Project Room Key

Category	Amount
Personnel	196,562.50
Client Assistance	58,856.25
Other Expenses	119,860.00
Admin	37,527.88
Total	412,806.63

EXHIBIT “C”

City’s Representative(s):

Paul Duncan, Homeless Services Bureau

Office: 562.570.4581

Paul.Duncan@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

John Ing, Chief Financial Officer

Illumination Foundation

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