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AGREEMENT

**36352**

THIS AGREEMENT is made and entered into as of August 23, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 23, 2022, by and between FIRST TO SERVE, INC., a California nonprofit corporation (“Contractor”), with a place of business at 1017 W. 50<sup>th</sup> Street, Los Angeles, CA 90037, and the CITY OF LONG BEACH, a municipal corporation (“City”).

WHEREAS, the City has selected Contractor to provide supportive services and operate the City of Long Beach’s Year-Round Shelter, Atlantic Avenue Bridge Community (ABC), for people experiencing homelessness, in accordance with City’s administrative procedures using a Request for Proposals (“RFP”), attached hereto as Exhibit “A-1”, and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and. 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. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit “A-2”, attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Two Million, Seven Thousand Five Hundred Dollars (\$2,007,500), at the rates or charges shown in Exhibit “B”. The specialized services described in Exhibit “A-1” shall be provided on or about the following described property (the “Premises”)

1 located at 6841-6845 Atlantic Avenue (the "Building") as shown on the depiction  
2 marked Exhibit "A-3" attached hereto and made a part hereof. City is providing  
3 Contractor access to the Premises and the Building so that Contractor can furnish  
4 specialized services as described in this Agreement and no rent or other fees shall  
5 be paid to City by Contractor for such access to the Premises and the Building.

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

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

22 D. By executing this Agreement, Contractor warrants that  
23 Contractor (a) has thoroughly investigated and considered the scope of services to  
24 be performed, (b) has carefully considered how the services should be performed,  
25 and (c) fully understands the facilities, difficulties and restrictions attending  
26 performance of the services under this Agreement. It the services involve work upon  
27 any site, Contractor warrants that Contractor has or will investigate the site and is  
28 or will be fully acquainted with the conditions there existing, prior to commencement

1 of services set forth in this Agreement. Should Contractor discover any latent or  
2 unknown conditions that will materially affect the performance of the services set  
3 forth in this Agreement, Contractor must immediately inform the City of that fact and  
4 may not proceed except at Contractor's risk until written instructions are received  
5 from the City.

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

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

15 2. TERM. The term of this Agreement shall commence at midnight on  
16 October 1, 2022 (Commencement Date) and shall terminate at 11:59 p.m. on September  
17 30, 2023, unless sooner terminated as provided in this Agreement. The term may be  
18 renewed for two (2) additional one-year periods, at the discretion of the City Manager.

19 3. COORDINATION AND ORGANIZATION.

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

28 B. The parties acknowledge that a substantial inducement to

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

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

17 5. INSURANCE.

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

25 i. Commercial general liability equivalent to CG 00 01 10  
26 93 in an amount of \$1 million per occurrence & \$ 2 million in general  
27 aggregate. As applicable (i.e., if minors or other vulnerable people are among  
28 those being served by Contractor), abuse and molestation liability in an

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amount of \$2 million per occurrence & \$ 2 million in general aggregate shall also be provided. The City of Long Beach, the LAHSA, the County of Los Angeles, and their Special Districts, its officials, officers, and employees shall be named additional insured to this insurance on a form equivalent in coverage scope to an ISO CG 20 26 11 85.

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

iii. Statutory workers' compensation and employer's liability in an amount of \$1,000,000 each accident or occupational disease. The City of Long Beach, the Los Angeles Homeless Services Agency, the County of Los Angeles, and their Special Districts, its officials, officers, and employees shall be waived from subrogation by the Contractor and its insurer with respect to this coverage;

iv. As applicable, special perils property insurance covering City- or LAHSA-owned or leased property provided to Contractor with respect to this Agreement at replacement cost.

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

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

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

1 days prior written notice to City, shall be primary and not contributing to any other  
2 insurance or self-insurance maintained by City, and shall be endorsed to state that  
3 coverage maintained by City shall be excess to and shall not contribute to  
4 insurance or self-insurance maintained by Contractor. Contractor shall notify City  
5 in writing within five (5) days after any insurance has been voided by the insurer  
6 or cancelled by the 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 three (3) years,  
9 commencing on the date this Agreement expires or is terminated, unless  
10 Contractor guarantees that Contractor will provide to City evidence of  
11 uninterrupted, continuing coverage for a period of not less than three (3) years,  
12 commencing on 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  
18 City certificates of insurance and the endorsements for approval as to sufficiency  
19 and form. In addition, Contractor shall, within thirty (30) days prior to expiration of  
20 the insurance, furnish to City certificates of insurance and endorsements  
21 evidencing renewal of the insurance. City reserves the right to require complete  
22 certified copies of all policies of Contractor and Contractor's sub-Contractors and  
23 contractors, at any time. Contractor shall make available to City's Risk Manager  
24 or designee all books, records and other information relating to this insurance,  
25 during normal business hours.

26 G. Such insurance as required herein shall not be deemed to  
27 limit Contractor's liability relating to performance under this Agreement. The  
28 procuring of insurance shall not be construed as a limitation on liability or as full

1 performance of the indemnification and hold harmless provisions of this  
2 Agreement. Contractor understands and agrees that, notwithstanding any  
3 insurance, Contractor's obligation to defend, indemnify, and hold City, and its  
4 officials, agents, and employees harmless hereunder is for the full and total  
5 amount of any damage, injuries, loss, expense, costs, or liabilities caused by the  
6 condition of the Premises or in any manner connected with or attributed to the acts  
7 or omissions of Contractor, its officers, agents contractors, employees, licensees,  
8 vendors, patrons, or visitors, or the operations conducted by or on behalf of  
9 Contractor, or Contractor's use, misuse, or neglect of the Premises.

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

16 I. The procuring or existence of insurance shall not be  
17 construed or deemed as a limitation on liability relating to Contractor's  
18 performance or as full performance of or compliance with the indemnification  
19 provisions of this Agreement.

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
21 contemplates the personal services of Contractor and Contractor's employees, and the  
22 parties acknowledge that a substantial inducement to City for entering this Agreement was  
23 and is the professional reputation and competence of Contractor and Contractor's  
24 employees. Contractor shall not assign its rights or delegate its duties under this  
25 Agreement, or any interest in this Agreement, or any portion of it, including subleasing the  
26 Premises or any part thereof (collectively referred to as "transfer"), without the prior  
27 approval of City, except that Contractor may with the prior approval of the City Manager of  
28 City, assign any moneys due or to become due Contractor under this Agreement. Any

1 attempted assignment or delegation shall be void, and any assignee or delegate shall  
2 acquire no right or interest by reason of an attempted assignment or delegation.  
3 Furthermore, Contractor shall not subcontract any portion of its performance without the  
4 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
5 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
6 prevent Contractor from employing as many employees as Contractor deems necessary  
7 for performance of this Agreement.

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

14           8.     MATERIALS. Contractor shall furnish all labor and supervision,  
15 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
16 necessary to or used in the performance of Contractor's obligations under this Agreement,  
17 except as stated in Exhibit "E".

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



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

11           11. DEFAULT BY CONTRACTOR.

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

14           i. Failure to any other amounts payable hereunder when  
15 due after ten (10) days written notice;

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

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

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

28           12. DEFAULT BY CITY.

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

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

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

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

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

26                   15.    ADDITIONAL SERVICES. The City has the right at any time during  
27                   the performance of the services, without invalidating this Agreement, to order extra work  
28                   beyond that specified in the RFP or make changes by altering, adding to or deducting from

1 the work. No extra work may be undertaken unless a written order is first given by the City,  
2 incorporating any adjustment in this Agreement Sum, or the time to perform this  
3 Agreement. Any increase in compensation of ten percent (10%) or less of this Agreement  
4 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved  
5 by the City Representative. Any greater increases, taken either separately or cumulatively,  
6 must be approved by the City Council. It is expressly understood by Contractor that the  
7 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
8 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
9 the services to be provided pursuant to the RFP may be more costly or time consuming  
10 than Contractor anticipates and that Contractor will not be entitled to additional  
11 compensation for the services set forth in the RFP.

12           16. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
13 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
14 amounts the payment of which may be in dispute or that are necessary to compensate the  
15 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
16 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
17 performing or failing to perform Contractor's obligations under this Agreement. In the event  
18 that any claim is made by a third party, the amount or validity of which is disputed by  
19 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
20 City may withhold from any payment due, without liability for interest because of the  
21 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
22 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
23 indemnify and protect the City as elsewhere provided in this Agreement.

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

27           18. LAW. This Agreement shall be construed in accordance with the laws  
28 of the State of California, and the venue for any legal actions brought by any party with

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

13 19. PREVAILING WAGES.

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

20 B. In all bid specifications, contracts and subcontracts for any  
21 such Public Work, Contractor shall obtain the general prevailing rate of per diem  
22 wages and the general prevailing rate for holiday and overtime work in this locality  
23 for each craft, classification or type of worker needed to perform the Public Work,  
24 and shall include such rates in the bid specifications, contract or subcontract.  
25 Such bid specifications, contract or subcontract must contain the following  
26 provision: "It shall be mandatory for the contractor to pay not less than the said  
27 prevailing rate of wages to all workers employed by the contractor in the execution  
28 of this contract. The contractor expressly agrees to comply with the penalty

1 provisions of California Labor Code section 1775 and the payroll record keeping  
2 requirements of California Labor Code section 1771.”

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

6 21. INDEMNITY.

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

21 B. In addition to Contractor’s duty to indemnify, Contractor shall  
22 have a separate and wholly independent duty to defend Indemnified Parties at  
23 Contractor’s expense by legal counsel approved by City, from and against all  
24 Claims, and shall continue this defense until the Claims are resolved, whether by  
25 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
26 breach, or the like on the part of Contractor shall be required for the duty to defend  
27 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
28 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,

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in the defense.

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

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

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

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

24. NONDISCRIMINATION.

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

1 including apprenticeship.

2 25. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
3 accordance with the provisions of the Ordinance, this Agreement is subject to the  
4 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
5 Long Beach Municipal Code, as amended from time to time.

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

10 "During the performance of a contract with the City of Long Beach, the  
11 Contractor will provide equal benefits to employees with spouses and its  
12 employees with domestic partners. Additional information about the City of  
13 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
14 Long Beach Business Services Division at 562-570-6200."

15 B. The failure of the Contractor to comply with the EBO will be  
16 deemed to be a material breach of this Agreement by the City.

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

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

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

1           Responsibility.

2           26.    NOTICES. Any notice or approval required by this Agreement shall  
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
4 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
5 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
6 to the City Clerk at the same address. Notice of change of address shall be given in the  
7 same manner as stated for other notices. Notice shall be deemed given on the date  
8 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

17           28.    WAIVER. The acceptance of any services or the payment of any  
18 money by City shall not operate as a waiver of any provision of this Agreement or of any  
19 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
20 Agreement shall not constitute a waiver of any other or subsequent breach of this  
21 Agreement.

22           29.    WAIVER OF RIGHTS. The failure of Contractor or City to insist upon  
23 strict performance of any of the terms, conditions or covenants herein shall not be deemed  
24 a waiver of any rights or remedies that either may have, and shall not be deemed a waiver  
25 of any subsequent breach or default of the terms, conditions or covenants herein  
26 contained. Any waiver by City of any default or breach shall be in writing. City's approval  
27 of any act by Contractor requiring City's approval shall not be deemed to waive City's  
28 approval of any subsequent act of Contractor.



1           30.    CONTINUATION. Termination or expiration of this Agreement shall  
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 13,  
3 21, 24, 26 and 32 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

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

38. PROPERTY MANAGEMENT.

A. Premises. In consideration of the faithful performance of the covenants and conditions hereinafter agreed to be kept by Contractor and the City, Contractor shall take maintenance responsibilities over Building and Premises. Contractor accepts the Premises in an "AS IS" condition and acknowledges that the Contractor has not received and City has not made any warranty, express or implied as to the condition of the Premises or any improvements, structures substructures, or infrastructures located thereon.

B. Use. The Premises shall be used to provide a crisis and bridge housing to individuals experiencing homelessness in accordance with this Agreement.

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

D. Contractor's Maintenance Obligations.

i. Contractor shall keep the Premises in a neat, safe and sanitary condition, and free of waste, rubbish and debris during the term of this Agreement and the Contractor shall otherwise perform all "day-to-day" and operational maintenance at its own cost and expense. All other maintenance and repairs not specifically described immediately above shall be the responsibility of City pursuant to Section 38.E.

ii. If, in the opinion of City, the Premises are not being properly maintained, City, after giving thirty (30) days written notice to Contractor to remedy discrepancies, shall cause such repair and

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maintenance to be made. The cost of such maintenance or repair shall be reimbursed to City by Contractor. If said costs are not paid promptly by Contractor, this Agreement shall be deemed to be in default, and City shall be entitled to all legal remedies provided hereunder. Failure of Contractor to properly maintain and repair the Premises shall constitute a breach of the terms of this Agreement.

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

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

G. Hazardous Materials.  
i. In the event any Hazardous Materials are detected during the term of this Agreement, such materials shall be removed or remediated promptly in accordance with applicable law at the sole cost and expense of City. In the event City determines it is cost prohibitive to remove or remediate such materials, Contractor shall have the option of terminating this Agreement by giving written notice. Notwithstanding the foregoing, City

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shall have no obligation to remediate or remove any Hazardous Materials brought onto the Premises by Contractor or its agents, employees, or invitees. Remediation and removal of Hazardous Materials brought onto the Premises by Contractor or its agents, employees, or invitees shall be the sole responsibility of Contractor.

ii. No Hazardous Materials any kind shall be kept, stored, or sold in or on the Premises. Contractor shall comply with California Health and Safety Code Section 25359.7 or its successor statute regarding notice to City on discovery by Contractor of the presence or suspected presence of any hazardous material on the Premises. "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by the City, the County of Los Angeles, the State of California or the United States government.

H. Security.

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

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

I. Right of Entry. The City shall have the right of access to the

1 Premises during normal business hours and with reasonable advance notice to  
2 inspect the Premises, to determine whether or not Contractor is complying with  
3 the terms, covenants, and conditions of this Agreement, to serve, post, or keep  
4 posted any notice, and for any other legal purpose. The City shall also have the  
5 right to enter in case of emergencies.

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

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

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

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

26 39. DISPOSITION OF PERSONAL PROPERTY ABANDONED BY  
27 CONTRACTOR. If this Agreement terminates, title to any personal property belonging to  
28 Contractor and left on the Premises thirty (30) days after such termination shall be deemed

1 to have been transferred to City. City shall have the right to remove and to dispose of such  
2 property without liability therefore to Contractor or to any person claiming under Contractor  
3 and shall have no duty or obligation to account therefore.

4 40. SUCCESSORS IN INTEREST. This Agreement shall be binding on  
5 and inure to the benefit of the parties and their successors, heirs, personal representatives,  
6 transferees, and assignees, and all of the parties hereto shall be jointly and severally liable  
7 hereunder.

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

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

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

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

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

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

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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.

FIRST TO SERVE, INC. a California nonprofit corporation

September 2, 2022

By [Signature]  
Name Richard Reed  
Title President and CEO

September 6, 2022

By [Signature]  
Name Stacey Wilson  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 8, 2022

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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

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 90802-4511

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

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EXHIBIT "A-1"  
RFP

EXHIBIT "A-1"  
RFP



# City of Long Beach

Request for Proposals Number HE22-045  
Year-Round Shelter Operation and Support  
Services



## Overview

### Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is seeking proposals from nonprofit agencies to provide operation and supportive services for the Long Beach Year-Round Shelter (YRS) for people currently and at-risk of experiencing homelessness. The project site for the YRS will be located at Atlantic Farms Bridge Housing Community (ABC) Shelter.

### Key Dates

Release Date: April 20, 2022

Optional Pre-Proposal Meeting: 11:00A.M. May 4, 2022

Questions Due to the City: 11:00 A.M., May 18, 2022

Proposals Due: 11:00 A.M., June 3, 2022

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

### Proposal Information

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

Proposals must be submitted electronically via the City's PlanetBids portal, available at

<https://pbsystem.planetbids.com/portal/15810/portal-home>.

### RFP Official Contact

Christina Sarmiento

[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

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

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# 1 The Opportunity

## 1.1 Project Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is seeking proposals from nonprofit agencies to provide operation and supportive services for the Long Beach Year-Round Shelter (YRS) for people currently experiencing homelessness. The project site for the YRS is located at Atlantic Farms Bridge Housing Community (ABC) Shelter located at 6841-6845 Atlantic Avenue in North Long Beach. Funding for this RFP will support an initial operational period of 12-months with an option to renew for two (2) additional 12-month periods at the City's discretion. The total amount of funding estimated to be available for the YRS will be open-ended.

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.

## 1.2 Background

The Long Beach Year-Round Shelter (YRS) is a bridge housing model designed to match people to housing options as they become available, and to help individuals move into permanent housing as quickly as possible. The 2.28-acre community consists of four (4) modular-style dormitories for adults with a total capacity of 125 beds. In adherence with COVID-19 safety and physical distancing guidelines, the site's capacity has temporarily been reduced to 84 beds. The campus will operate 24 hours a day, seven days a week, year-round.

Key features at the site include:

- Intake, security, and COVID-19 health screening space.
- Shared common areas such as a warming kitchen, dining room, lounge, and laundry facilities.
- Gender-specific and gender-neutral restrooms and showers
- Case management and service connection offices
- A family respite room (for emergency overnight use)
- Several outdoor amenities such as a dining area, dog run and pet relief area, charging station, and storage and parking.

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

- Rapid rehousing
- Health services
- Mental health and substance use treatment
- Employment training

- Benefits advocacy
- Education services

### 1.2.1 Issue Within the City of Long Beach

As the issue of homelessness has increased within the past two homeless counts in Long Beach, the need to enhance interim housing solutions while continuing to support people towards permanent housing solutions. To address this need, the City funds and administers a local emergency shelter system to provide safety, temporary shelter, access to food, and linkages to supportive services to support individuals as they work towards permanent housing goals. Some shelter programs require sobriety for program participation and often limit the instances of shelter access over the course of their operational years. These operational and programmatic restrictions limit coordinating efforts with service providers and emergency responders who are seeking placement for vulnerable populations and often impact high acuity subpopulations including:

- People living with a disability
- Elderly
- Those experiencing acute illnesses
- Those employed during swing or graveyard shift hours
- Those with mental health and or substance use disorders
- Those needing to access the shelter after admission cut-off

The YRS is designed to address the needs of wide range of individuals who have unique needs for support and flexibility. A low barrier, Housing First approach of the shelter is required that does not require participants to be sober, actively involved with mental health or substance use treatment, or even preliminarily agree to services or housing. The goal of this model is to create an environment where people can begin addressing their basic needs and allowing a place where rapport can be built in hopes of engaging in housing and health goals.

### 1.3 Goals

The objective of the Year-Round Shelter is to provide individuals currently experiencing homelessness with temporary shelter, on-site amenities, and linkages to supportive services - with the ultimate goal of securing permanent housing placement. The YRS is designed to be a short-term program with participants that have been screened and referred through the Long Beach Coordinated Entry System (CES). Shelter participants will be provided essential services as they work towards housing goals with an initial stay of 180 days which should be extended as long as participants are working towards housing goals. The site operator must engage participants to work towards their permanent housing goals through multiple efforts before exiting individuals to the street.

## 1.4 Award Terms

The total amount of funding estimated to be available for the Year-Round Shelter will be up to \$2,281,250. The City will review any enrichment of services and leveraged/matched resources during the evaluation process.

The contract term is for 12-months, beginning October 2022 or upon contract execution with the option by City to renew for two (2) additional 12-month periods. The City reserves the discretion to amend contract 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 the YRS 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 the Long Beach City Council or the funding agency 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 seeking a site operator and service provider for the Long Beach Year-Round Shelter, which encompasses the following key features:

- 24-hour access (to accommodate first responder drop offs and discharge coordination)
- Safe space for observation and support of participants with significant needs
- Family safe transfer space (same night resting space for families who need linkage to a family shelter the next morning)
- Accommodations for pets including service and emotional/companion pets
- Designated sleeping quarters for couples and LGBTQ+
- Designated sleeping quarters for males and for females
- Operations for a warming kitchen to facilitate meals
- Therapeutic recreation space to accommodate groups
- Temporary storage accommodations
- Transportation for community linkages and to support access to the shelter
- Shower facilities to accommodate persons with a disability and their caretakers
- Collocation of program services including life skills, job training, benefits advocacy and comprehensive case management.

### 2.1.1 Participant Eligibility

Funds must be used for the sole benefit of persons currently experiencing homelessness in the City. Program participants must meet the criteria under the “homeless” definition as defined in 24 CFR § 576.2.

Organizations awarded 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, but not limited to, 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.

### 2.1.2 Program Expectations

- **HOURS OF OPERATION:** The Year-Round Shelter must be operated 24 hours a day, 7 days a week, all year round.
- **SITE CAPACITY:** The 2.28-acre community consists of modular-style dormitories for adults with a total capacity of 125 beds. In adherence with COVID-19 safety and physical distancing guidelines, the site’s capacity has temporarily been reduced to 84 beds. Upon removal of COVID-19 distancing guidelines the provider will be required to operate at the total capacity of 125 beds.
- **MEALS:** The provider will be responsible for coordinating food and distributing meals for participants at the site. Meals must be provided 3 times a day for breakfast, lunch, and dinner at a minimum. Meal options should account for dietary restrictions. Drinking water must be available and safely dispensed for program participants. Other snacks and beverages can also be provided. The on-site kitchen is only equipped with the facilities to warm food and store in a refrigerator, but not cooking. Therefore, meals must be prepared offsite and delivered daily to the site.
- **SECURITY:** The provider will be required to provide security staff coverage on the site ensuring coverage for 24 hours per day at seven days a week (24-7). Security shall be trained in the guiding principles of trauma-informed care and practices to ensure the safety and wellbeing of participants, staff, the surrounding community, and promote the participants’ continued success in the program. Security must have an active guard card and be distinguishable as security through uniform. The provider may choose to staff its own security as long as the above requirements are met.

Security should facilitate a process for addressing policy violations at the site. Initial violations should result in a warning. All violations should be documented in a written format and must be provided to the participant and entered in the Homeless Management Information System (HMIS). Participants may be removed or suspended from the program after multiple repeated violations. Security shall monitor for acts of aggression and remove participants from the site immediately if it is deemed to jeopardize safety for program participants and/or staff. Program shall inform City administrative staff of any acts of aggression and/or safety concerns immediately. Finally, to maintain the safety of all participants, the program operator may maintain a flexible curfew during the operational hours of the program. Curfew must not be before 8:00 PM.

- **TRANSPORTATION:** Transportation services must be available to participants to support them with getting to essential appointments and coordinating services. Transportation can be provided directly by the agency or through taxi vouchers or public transportation assistance.
- **PROGRAM REFERRAL:** Referrals to the Year-Round Shelter will be made via the Long Beach CES to ensure that participants are properly screened with required documentation and prioritized for the emergency shelter services. Multi-Service Center (MSC) staff will provide an overview of the program rules/expectations to referred participants, and the site operator shall also review rules/expectations with each new participant.
- **INTAKE:** Provider must be able to review referrals and set-up an intake within four (4) hours of receiving. In a situation where there are more than two (2) beds available the provider must be willing to take immediate intake from the CES, outreach, or emergency response. Intakes can require additional COVID-19 safety protocols however they should not prevent intake based on the above time frames.
- **CASE MANAGEMENT:** All program participants must be offered and receive regular engagement from the program operator to participant in case management. Participants are not forced to participate in case management but must demonstrate progress to continue participation in the Year-Round Shelter past the initial 180 days within the program.
- **LENGTH OF PARTICIPANT STAY:** Program participants shall be allowed to reside in the program for 180 consecutive days. Extensions must be granted based upon participants progressing towards goals or are able to provide evidence of a



pending housing placement. Program goals need to be updated every 180 days. Participant exits due to length of stay and a lack of engagement towards goals must be thoroughly documented showing consistent attempts to engage the participant.

- **FACILITY OPERATIONS AND MAINTENANCE:** The City will cover utility costs to operate the YRS facilities including electricity, gas, water, sewage, and internet connection. In addition, the City will also cover items that require scheduled ongoing maintenance and other major repairs needed, such as carpet replacement and painting. The City will cover repairs related to building structural issues and mechanical, plumbing, and electrical repairs that are going to exceed \$1,000 in cost. The provider will be responsible for repair of minor damage and incidentals including, but not limited to changing a light bulb, replacing a doorknob, stain removal, and limited to other tangible assets not to exceed \$1,000.

### 2.1.3 General Program Requirements

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

- **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. However, a match or leverage may be disclosed in the budget / cost proposal.
- **CERTIFICATION OF HOMELESSNESS:** Applicants approved for funding must be able to document that the persons served are homeless as defined in 24 CFR § 578.3, using Long Beach Continuum of Care (CoC) standardized or comparable 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 personally identifying information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This includes program participant records, releases of information, and the address or location of any housing of a program participant.
- **HOUSING FIRST:** The program operator 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 program operator 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 program operator 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 program operator 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 participants in a way that accounts for each participant's history, needs, and characteristics.
- **CULTURAL HUMANITY 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. Participants must be served based upon their identified gender identity and if identifying as a gender other than male or female should be allowed to identify which gender dorm they would be most comfortable staying in.
- **UNIVERSAL ASSESSMENT:** The program operator 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 program operator shall work in collaboration with the broader (CoC) system in Long Beach, including participating in the Long Beach CES. The program operator must coordinate with the local CES to ensure that any point of entry in the CoC provides participants access to housing. The program operator 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 program operator 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 Department of Health and Human Services (DHHS) staff.
- **SOCIAL DISTANCING:** The Health Department takes infection control very seriously, and the safety of City staff, project participants, and contractors, is the highest priority. The provider must abide by all Federal, State, and Local guidance around public health orders. While present at the shelter site, all personnel will be required to wear Personal Protective Equipment (PPE) while maintaining a minimum of 6-foot distance from all other individuals. The provider will be responsible for providing PPE to staff and program participants as needed. Please refer to all state and local health orders. In the situation that there are health order changes the Homeless Services Bureau will communicate and advise on changes.
- **REPORTING:** The program operator may 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 funded projects are required to

collect Common Data Elements and Universal Data Elements for participants using the HMIS. Quarterly reports are due within 10 days of the end of each quarter for the period of program operation. Additional submissions will be required as needed until the grant is closed out.

## 2.2 Performance Metrics & Contract Management

### 2.2.1 Performance Metrics

The selected provider 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 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 that will be monitored include:

1. 95% of the beds will be occupied throughout the contract period.
2. 80% of persons served are screened and assessed.
3. 60% of persons are referred to one or more services.
4. 50% of persons exit within 180 days of enrollment.
5. 40% of persons will exit into permanent housing.

### 2.2.2 Contract Management

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

### 2.2.3 Contract Payment

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

### 3 How We Choose

#### 3.1 Minimum Qualifications

1. Applicant must be a private non-profit organization.
2. Applicant must have provided same or similar services for at least the last 24 months.
3. Applicant must have an Active Dun & Bradstreet Universal Numbering System (DUNS) number.
4. 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
5. Applicant does not have unresolved current or past contract non-compliance, non-performance, suspension, termination, or other adverse audit finding with one or more funders in the past five (5) years.

#### 3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria and must meet the minimum qualifications stated in section 3.1 of this RFP.

#### **CRITERIA:**

##### **1. ORGANIZATIONAL CAPACITY AND EXPERIENCE**

- Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.

##### **2. 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.

##### **3. 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.

##### **4. COMMITMENT TO RACIAL EQUITY**

- Experience working with vulnerable populations and diverse communities and demonstrated understanding of systemic racism.

##### **5. BUDGET AND COST EFFECTIVENESS**

- Feasibility, reasonableness, and optimization of the proposed budget.

3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	June 6, 2022 to June 10, 2022	<ul style="list-style-type: none"> <li>An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal that best meets the needs of the City.</li> <li>Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.</li> </ul>
Negotiation & Contractor Selection	June 2022	<ul style="list-style-type: none"> <li>Selected Contractor(s) will be notified in writing.</li> <li>Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</li> <li>Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.</li> </ul>
Estimated Contract Execution	July 2022	
Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> <li>Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.</li> </ul>

## 4 Proposal Instructions & Content

### 4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	April 20, 2022	
Optional Pre-Proposal Meeting	11:00A.M., May 4, 2022	<ul style="list-style-type: none"> <li>• Zoom Meeting link <a href="https://longbeach-gov.zoom.us/j/92802864188">https://longbeach-gov.zoom.us/j/92802864188</a> Meeting ID: 928 0286 4188</li> <li>• Present the program and allow questions from prospective bidders</li> </ul>
Questions due to the City	11:00A.M., May 18, 2022	<ul style="list-style-type: none"> <li>• Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>
Posting of the Q&A	11:00 A.M., May 25, 2022	<ul style="list-style-type: none"> <li>• Responses to the questions will be posted on the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> </ul>
Proposals due	11:00A.M., June 3, 2022	<ul style="list-style-type: none"> <li>• Proposals should be submitted electronically via the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> <li>• Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>• Proposers are responsible for submitting their proposals completely and on time.               <ul style="list-style-type: none"> <li>○ Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.</li> <li>○ Technical support is available by phone at (818) 992-1771</li> <li>○ Support resources including a list of Frequently Asked Questions are available on PlanetBids at <a href="https://pbsystem.planetbids.com/portal/15810/help">https://pbsystem.planetbids.com/portal/15810/help</a>.</li> </ul> </li> </ul>

## 4.2 Proposal Content

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

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed below in Section 4.3.
<input type="checkbox"/> Cost Proposal	The Cost Proposal should be uploaded in Microsoft Excel format.
<b>PROPOSAL APPENDICES</b>	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> <li>• Financial Statement or Annual Report</li> <li>• Business tax return</li> <li>• Statement of income and related earnings</li> </ul>
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in PlanetBids. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<b>NON-MANDATORY ATTACHMENTS</b>   <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with California Secretary of State	
<input type="checkbox"/> <b>PlanetBids</b>	<i>Ensure your organization's PlanetBids profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.</i>



### 4.3 Narrative Proposal Template

An editable version of the template below has been posted to PlanetBids.

#### 4.3.1 Contact and Organizational Information

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

REFERENCES		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

#### 4.3.2 Organizational Capacity and Experience

1. Provide concrete examples that illustrate your organization's experience and expertise in (1) working with and addressing supportive service needs of homeless populations and (2) developing and implementing relevant program systems and services.
2. Describe your organization's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers.
3. Describe steps that your organization will take to ensure that you will be ready to start operation and services at the Year-Round Shelter site by October 1, 2022.
4. Funding for the contract 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.

#### 4.3.3 Project Design

1. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.
2. How will your organization incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?
3. Describe your organization's staffing plan and how it will cover the service responsibilities required of this program.

4. Describe how your organization will provide all operational needs of the site.
5. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.
6. How will your program regularly receive and incorporate participant feedback and address potential grievances?
7. Describe your organization's safety plan for staff and participants at the site.

#### 4.3.4 Coordination and Collaboration

1. Describe your organization's outreach plan to bring households experiencing homelessness and/or households at-risk of homelessness into the project. Provide a brief explanation of how households will be identified, referred to the project, and connected with assistance, services, and/or housing from partner agencies.
2. Describe your organization's approach to collaboration with the CES.
3. Describe how your organization will track and evaluate the effectiveness of your project.
4. 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.

5. Describe your organization's experience using a HMIS or comparable database system.
6. Detail how your organization will actively work to identify and address performance concerns.

4.3.5 Commitment to Racial Equity

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

4.3.6 Budget and Cost Effectiveness

1. Describe your organization's financial accounting system and its capacity to administer the accounting requirements of this project.
2. Describe your organization's experience in leveraging other Federal, State, local, and private sector funds.

3. OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage.

4. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

1. **Awarded Contractor:** The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. **City:** The City of Long Beach and any department or agency identified herein.
3. **Contractor / Proposer:** Organization/individual submitting a proposal in response to this RFP.
4. **Department / Division:** City of Long Beach Department of Health and Human Services
5. **Evaluation Committee:** An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. **May:** Indicates something that is not mandatory but permissible.
7. **RFP:** Request for Proposals.
8. **Shall / Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. **Should:** Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. **Subcontractor:** Third party not directly employed by the Proposer who will provide services identified in this RFP.

### 5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
11. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.

15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
17. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. Proposal will become public record after staff proposes to award a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
20. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
21. If the Contractor elects to use subcontractors, the City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.



23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
24. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly amends or excludes.
29. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

32. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to Attachment G for further information regarding the requirements of the ordinance. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

### 5.3 Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If services are provided individually to persons with disabilities, seniors, or other vulnerable groups, coverage for allegations of abuse or molestation shall be included.
- (b) If transportation services are part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering 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.
- (c) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its officials, employees, and agents**.
- (d) If professional services (such as psychotherapy or counseling) are part of the scope of services, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

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

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

11. The provisions of this Section shall survive the expiration or termination of this Contract.
12. Awarded Contractor agrees that all public work (as defined in California Labor Code section 1720) performed in relation to this Project (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the Director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (federal) for similar classifications of work, the Contractor and its Subcontractor of every tier shall pay their workers not less than the higher wage rate. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.
13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor 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 and post them at each job site. 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 1776." Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request.

#### 5.4 Additional Requirements

Contractor shall abide by all terms contained in the existing agreement between the City of Long Beach and Los Angeles Homeless Services Authority (LAHSA), a joint powers authority of the City and County of Los Angeles, accessible at the following link: [Contract 36079](#) and [Contract 36018](#). Note that the funding contracts for the fiscal year 2022 to 2023 will be executed in May 2022 and will be accessible to the public once conformed.

#### 5.5 Protest Procedures

##### Who May Protest

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

##### Time for Protest

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

justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

#### Form of Protest

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

#### City Response to Protest

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

#### Limitation of Remedy

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

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

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EXHIBIT "A-2  
Scope of Work



4.3 Narrative Proposal Template

An editable version of the template below has been posted to PlanetBids.

4.3.1 Contact and Organizational Information

1. Provide the Company Name, Company Address, Website, and Federal Tax ID Number for the organization.
Company Name: First To Serve, Inc. Company Address: 1017 W. 50 <sup>th</sup> Street, Los Angeles, CA 90037 Website: Firsttoserve.org Federal Tax IDNumber: 91-2167028
2. Provide the Name, Title, Email Address, and Phone Number of an authorized representative for the organization.
Name of authorized representative: Richard Reed Title: CEO Email Address: Rreed@firsttoserve.org Phone Number: 323-595-7502
3. OPTIONAL: Provide the Name, Title, Email Address, and Phone Number of a second point of contact.
Name of second point of contact: Dr. Cheri Weeks Title: COO Email Address: Cweeks@firsttoserve.org Phone Number: 323-286-6358
4. Provide the organizational structure of the organization (nonprofit, sole proprietorship, partnership, corporation, limited liability company, or other). If the organization is a corporation, please indicate the state of incorporation and date of incorporation.
The organization is a 501-c-3 nonprofit that was incorporated in the state of California in 2003.

REFERENCES		
<b>Reference 1</b>	Company	Los Angeles Homeless Services Administration
	Project Manager	Kristina Dixon
	Phone Number	(213) 683-3333
	Project Description	Housing and Supportive Services for PEH
	Project Start and End Dates	2003-Ongoing
<b>Reference 2</b>	Company	Los Angeles County Department of Mental Health
	Project Manager	Maria Funk, PH. D
	Phone Number	(213) 943-8465
	Project Description	Housing and Supportive Services for PEH with MH
	Project Start and End Dates	2016-Ongoing
<b>Reference 3</b>	Company	Los Angeles County Department of Health Services
	Project Manager	Elizabeth Boyce, LCSW
	Phone Number	(323) 605-5269
	Project Description	Housing and Supportive Services for Low Acuity Patients
	Project Start and End Dates	2016-Ongoing

#### 4.3.2 Organizational Capacity and Experience

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

**1. Experience and expertise working with and addressing supportive service needs of homeless populations:**

Since 2003, First to Serve (FTS) has focused on providing a full array of housing, inclusive of Emergency Shelter, Winter Shelter, Interim Housing, and Permanent Supportive Housing (PSH), with supportive services that include medical, to homeless men, women, and children in Los Angeles County, all while promoting family reunification, and supporting efforts to assist families in remaining intact. With over 63,700 men, women and children experiencing homelessness in Los Angeles County, in the midst of a COVID-19 pandemic, the homeless crisis in Los Angeles continues to show the need to expand the capacity of shelter and housing. Over 70% of the current homeless population in the Greater Los Angeles area is categorized as unsheltered. We draw upon our extensive experience, access to experts in the community, qualified and exceptionally skilled staff, and ongoing innovative and current training in the field to provide quality, trauma informed, and person-centered programs and services. Our experience and long-standing commitment to serving PEH puts us in a qualified position to provide meaningful and evidenced based practices and services in our programs.

First to Serve has extensive experience developing and operating subsidized housing sites and serving people experiencing homelessness. We have been providing housing and supportive services to those experiencing homelessness for nearly two decades. We have a total of 916 beds across 15 sites and have served nearly 7,400 guests. We operate a variety of crisis/bridge and shelter sites, serving the diverse needs of men, women, and families experiencing homelessness. These sites include family shelters, domestic violence shelters, crisis and bridge housing, rapid rehousing, recovery rehousing, and interim housing programs and/or sites. In addition, we have operated winter shelter programs on an interim basis for nearly 20 years. Our capacity to respond to the crisis needs in LA County is not only evident in our operation of interim housing, winter shelters, crisis beds, but also in our most recent operation of 50 trailers that were temporarily placed in SPA 5 (Westwood) and SPA 6 (Green Meadows) in response to the COVID-19 pandemic and the need to isolate and house homeless individuals.

In March 2020 the City and County Los Angeles declared a public health emergency related to combating the spread of COVID 19. FTS stepped up immediately by intensifying our collaboration with community partners, enhanced safety protocols at all our programs, as well as created an effective and timely system of disseminating

ever changing information to our staff and those we serve. We immediately responded to the Los Angeles Homeless Services Authority's (LAHSA) request for support in setting up additional shelters, implementing DPH and CDC guidelines on health and safety measures as well as operating five (5) Project Roomkey hotels located in Service Planning Area (SPA) 2, 3, and 4. As a result, we have converted 12 Recreation and Park sites to shelters supporting a total of 598 people experiencing homelessness across Los Angeles County. These programs are a coordinated and collaborative effort with LA County, DSW (Disaster Service Workers from LA County), the Los Angeles Fire Department (LAFD), the Los Angeles Police Department (LAPD), Go RN and security vendors. Expanding our depth of health services to our clients, we have seven (7) sites funded through LA County Department of Health Services (DHS), in which we staff sites with medical assistants, Certified Nursing Assistants (CNAs) or Licensed Vocational Nurses (LVNs) to support our clients.

Relative to the ownership of PSH sites, in addition to developing and operating affordable housing sites to serve people experiencing homelessness, FTS is pleased to be the owner of one such facility. This facility is located at 8720 S. Figueroa Los Angeles. The building is 2-story 26-unit site. Each unit has a restroom/shower, tile flooring, closet space, and AC unit system. There are 2 ADA rooms which are located on the 1st floor for individuals with disabilities. Amenities for the building include laundry room, large parking lot, playground area, 3 storage rooms, 1 pantry room and the boiler room. The building size is 8,175 sf.

FTS has also been operating two mixed-use site that include PSH for more than six years. Specifically, these sites include Mid City-Washington/La Brea and the Coronado Inn. The Mid City property is an 18 unit, 2 story facility with parking and amenities. ADA accessible units are on the first floor of the facility. The Coronado Inn is a 4 story 89 unit facility located in the West Lake are of Los Angeles. Amenities include laundry facilities and an elevator. Each unit is structured as an SRO. Common-space includes a large dining room and a community room.

While the development and operation of facilities to house and support PEH are critical components of service delivery, FTS's experience and expertise has been honed from an intimate knowledge of and respect for those we serve. Over the years, we have seen homelessness become a prominent issue in Los Angeles County, especially in South LA. Located in Service Planning Area 6 (SPA 6), South LA is home to over one million residents, with nearly 34 percent of the population – the highest in the County – living below the federal poverty level. Widely known as a low- income region, it has the highest unemployment rate, the lowest average household income, and the highest percentage of residents receiving public assistance compared to other areas in Los Angeles.

According to a 2020 Homeless Count by LAHSA, South LA (SPA-6) has 13,012 or 20.4 percent of the County's homeless population, and it has the second-highest concentration of homeless persons in the County. Of this group, 7,891 or 61% were identified as "unsheltered", meaning that they were living on the street or under makeshift shelters; further, approximately 76 percent were adults with no children, 23 percent were living in family households with at least one child, and one percent were unaccompanied minors.

Permanent or temporary housing is one of the major needs of the homeless population. A recent LAHSA survey reported eviction as the second most common cause of homelessness. Further, it reported that over 63,000 homeless individuals (75 percent of the homeless population) in LA County were unsheltered. Although the provision of housing for the homeless population has increased slightly, it was still far from enough. Among the homeless community, the demand for housing continues to outpace its availability. As thousands of individuals are provided housing, thousands more become or remain homeless each and every year.

In addition to shelter, the homeless population in general, and those in SPA-6 specifically, requires additional support services to ensure their overall health and well-being. The Centers for Disease Control and Prevention reports that homelessness is closely connected to several health issues, such as decline in physical health, domestic violence, substance abuse, mental illness, and other social conditions. These problems result from multiple factors including barriers to care, lack of access to adequate food and protection, and limited resources and social services. In order to address the oftentimes complex and critical needs of the homeless population, additional support services are needed to provide linkages to care and to other valuable community resources.

FTS is acutely aware of the barriers, challenges and continuous homeless crisis and the difficulties associated with it. We have incorporated critical components in our programming and across the full range of housing and supportive services we offer. These include acquiring mainstream benefits, increasing their income through work, making referrals for services, and assisting in getting clients into permanent housing. The use of community outreach workers to canvass the streets and to engage and assist people experiencing homelessness into the CES system is the first step in the process. The provision of onsite case management services is the second and primary source by which FTS assists people experiencing homelessness to receive mainstream benefits, increase income, provide necessary referrals, and to obtain permanent housing.

FTS has developed a strong working relationship with local job assistance and training programs who continues to take clients that are referred. These entities include the One-Stop Center on Vermont, YES, Work-Source, state of California Department of

Rehabilitation, and Chrysalis to name a few. For most, finding and maintaining a job or entering a job training program at this time may not be possible. Thus, the only means of increasing their "income" would be to provide assistance that allows them to receive public benefits from city, state, and federal programs. Working with the Case Manager, clients are given assistance in the form of transportation, and assistance in completing applications of various sorts that will help them receive appropriate benefits. Staff will provide encouragement and support to clients as they navigate their way through the bureaucracy and "red tape" to secure public benefits for which they qualify. These resources may include but are not limited to securing SSI/SSDI office from the local SSA office, TANF from DCFS, Medi-Cal/Medi-Care from DPSS, GR from DPSS, CalFRESH from DPSS; SCHIP from DHS, WIA from WIB, and VA benefits from downtown LA or the regional center in West Los Angeles.

Clients are assessed with the Education and Employment Assessment Questionnaire (EEAQ) to determine what their skills sets are, their history of employment, their level of education, and to determine where deficiencies exist. Based on this, the employment and benefits component of their Individualized Plan will be developed to assure that the client is taking steps to improve their economic status. Incorporated into this component are Identification of the current level of income; Identification of potential avenues for income improvement; and Identification of the steps needed to be taken in order to increase their income (this may include jobs training, job skills development, placement assistance, educational attainment, etc.

FTS has strong relationships with local job assistance and training programs who take our referrals. These include the One-Stop Center on Vermont, YES, Work-Source, state of California Department of Rehabilitation, and Chrysalis. Referrals to another service provider and/or local, state, or federal agency is done after an initial screening or based upon a complete assessment of the individuals' needs. Such screening and assessment are conducted by the Case Manager. The Case Manager, in collaboration with the client, will make linked referrals for services and/or resources that are needed by the client. While FTS encourages clients to take the initiative to make their own connections, the Case Manager will assist in this process as needed by providing information or making the contact with the referred agency while the client is present. FTS maintains strong connections with local, state, and federal agencies in Los Angeles that are engaged in the Continuum of Care. FTS maintains MOUs, and service agreements with service providers in and around the area to facilitate referrals. FTS plan to utilize an on-site referral system which is run by the Case Manager and facilitates the clients' acquisition of resources and services from medical, social, and legal entities, and from local, city, state, and federal agencies. The Case Manager will serve as the liaison between the supportive services network, inclusive of our collaborating partners, and the program's clients. This model is intended to prevent gaps in services which often-time plaque the effective provision of services to homeless individuals. The network of providers will improve the continuum of care by

instituting a system of ongoing communication, coordination, and exchange of information among responsible provider staff. After making a referral, the Case Manager follows up with the client and the referral site, to ensure that the desired resources and/or services were received by the client. Documentation of the receipt of said services is then completed by the Case Manager in the clients' Housing Stability Plan. To that extent, the Case Manager, in collaboration with the client, will make linked referrals for services and/or resources that are needed.

With regards to assisting clients to obtain permanent housing, Case Managers, in addition to their collaboration with the CES Housing Navigators, will continue to work with clients while they are at the facility. Case Managers also assist clients in coordinating transportation to and from outside service providers. Local transportation is provided to program clients as needed via FTS's leased passenger vans. However, clients are encouraged to make arrangement for their transportation needs as a way of encouraging independence.

In summary, to address the supportive service needs of the homeless population, FTS has been providing the following: 1. Intake and connection to HMIS; 2. Assessment via VI SPDAT; 3. Crisis intervention; 4. Alcohol and other drug services; 5. Clinical supervision; 5. Mental health services; 6. Medical services, 7. Housing navigation; 8. Housing-focused case management; and 9. Referrals to a spectrum of services such as medical and mental health care, substance abuse treatment, legal services, and workforce development centers, among others.

## **2. Experience and expertise developing and implementing relevant program systems and services:**

FTS began providing services in 2003 at its first site to provide transitional housing and substance abuse relapse prevention services to six homeless men. Today, FTS provides a continuum of care across the full spectrum of housing provision; from emergency shelter to permanent supportive housing with a total of 916 beds. To achieve this unparalleled and impressive growth, FTS has mastered the processes associated with the development and implementation of program systems and services associated with homeless housing operations.

From an operational standpoint, FTS has demonstrated experience with site acquisition, site development, zoning, permit and licenses acquisition, facilities operation, safety and security, food and supplies acquisition and distribution, and facility's repairs and maintenance. From the client services and support standpoint, FTS has developed and implemented a litany of services to support the needs of homeless individuals. These services include but are not limited to client screenings and evaluation (medical, emotional/psychological, education), alcohol and other drug services, clinical supervision, mental health services, medical services, housing

navigation, housing-focused case management, and referrals to a spectrum of services such as medical and mental health care, substance abuse treatment, legal services, and workforce development centers, among others.

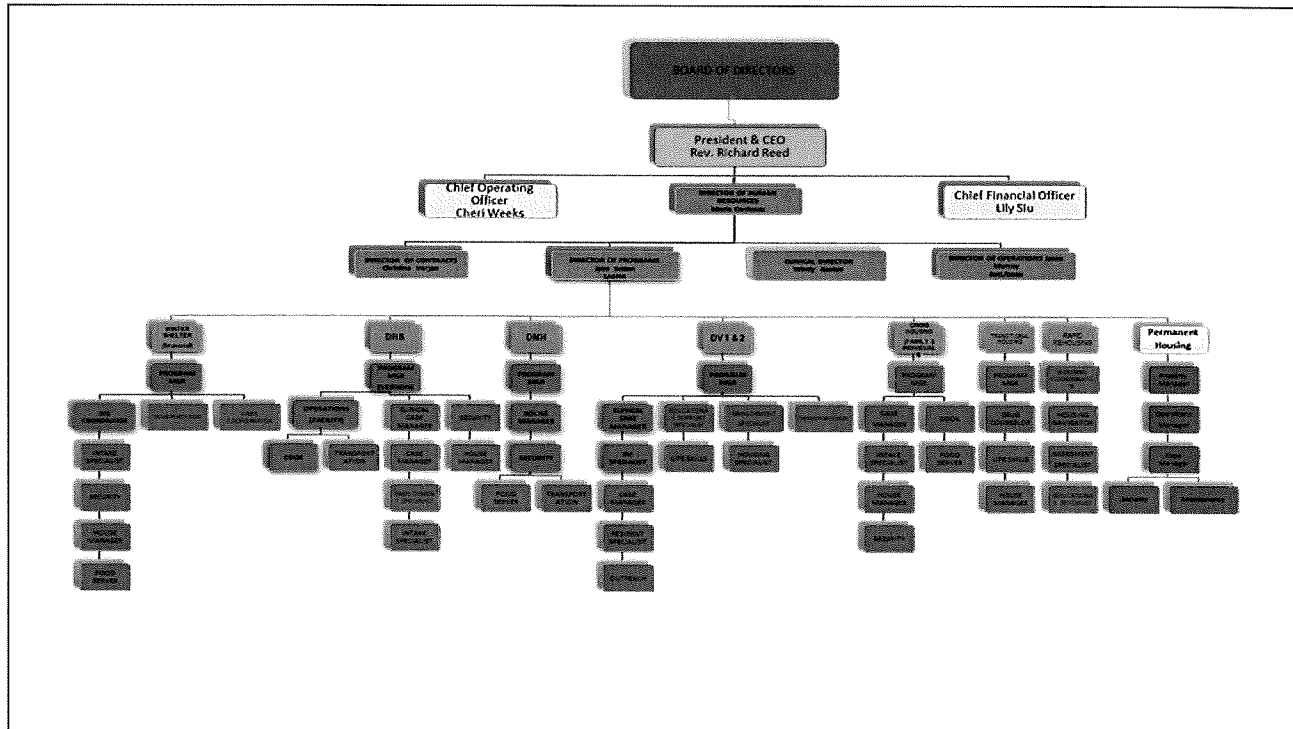
As demonstration of this mastery, we offer the following list of three of our most recently added our facilities as specific example, namely the development and management of housing and supportive services programming for homeless individuals throughout Los Angeles County.

Last year, at the height of the COVID-19 pandemic, while other homeless service providers were not able to rapidly respond to the unprecedented need for beds, FTS answered to call from the County's Department of Health Services (DHS) to provide Isolation Quarantines (IQ) housing and support services to homeless individuals who were infected with the COVID virus. This meant that we had to convene our team to determine how best to, not only address the condition of homelessness, but also how to do so in an environment that would be safe for our clients, the medical personnel caring for them, and our staff, alike. This also meant that we had to identify and develop operational systems and services within two of the four facilities DHS had identified, comprising 134 beds, to address the needs of this high-acuity population. The provision of these services at a time when it was most needed, is considered to be one of FTS's most momentous moments in its 20 plus year history and highlights the capacity, flexibility, and mastery that exemplarity its mission and vision.

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

First To Serve, Inc. is a 501-c-3 organization that is guided by a five member Board and operates with a staff of 150 full time and 50 part time employees which mushrooms to more than 300 during the winter months. Its management staff includes the President & CEO, COO, Sr. Manager of Finance, Sr. Manager of Contracts and Compliance, Sr. Manager of Human Resources, Sr. Manager of Operations, and the Sr. Manager of Programs. A clear line of authority exists from the Board to the management staff through the ED and is delineated in the organizational chart on the next page.





The ED is hired by the Board. The other management staff has extensive culturally sensitive experience working with the homeless population and administering numerous LAHSA and other homeless related funded programs. The collective experience of these staff members exceeds seventy-five years.

FTS provides ongoing and consistent staff supervision across its entire operation. We believe that effective supervision begins with an understanding of the individual staff member's skills, abilities, and needs. It is our experience that providing challenges, training, and support necessary to enhance an individual's skills and abilities results in a productive, satisfied staff member and a better staff team. Supervision is an intentional, ongoing process; one that builds upon itself. It takes time, energy, and financial commitment, but the outcome is invaluable to both the supervisor and the supervisee and for FTS as a whole. This is accomplished through ongoing and consistent training that is provided internally by FTS senior management staff and external through contracted vendors.

FTS has established the following goals of supervision: 1) To increase the quality of job performance; 2) To communicate job expectations; To provide ongoing feedback; To facilitate the supervisee's growth as an individual; 3) To challenge and to support factors that affect the supervisory process; and 4) To gain a clear understanding of the roles, organizational and departmental philosophy, and expectations; the work and personality styles of those involved; the skill and confidence level of both the supervisee and supervisor; how each individual affects, and is affected by others in the organization and department; and the differences between those involved.

To accomplish these goals, we've identified and implement four steps in the supervisory process that applies to all levels of staff. Each step includes a variety of activities necessary in the development of an effective and satisfied staff member. Step One: Establishing and maintaining a relationship; Step Two: Creating and implementing an individual development plan based on assessment of needs and abilities of staff; Step Three: Providing for on-going communication, interaction, and feedback for both groups and individuals; and Step Four: Providing formalized evaluation and feedback.

3. Describe steps that your organization will take to ensure that you will be ready to start operation and services at the Year-Round Shelter site by October 1, 2022.

FTS will be ready to start operating the facility upon the executing the contract with the city. We are fortunate to be able to transition a number of our current staff from some of our temporary facilities that will be demobilized at the end of this fiscal year into early in the next. Specifically, staff positions that can be filled from these individuals include case managers, food handlers, security personnel, and other support staff. It is important to note that each of these positions are reflected in the operating budget. FTS will retain and continue to provide additional training so the staffing will be fully knowledgeable about the provision of services to homeless individuals at the Long Beach facility. These trainings will include, but are not limited to trauma informed care, COVID-19 protocols and information, de-escalation training, crisis management, evacuation protocols and procedures, and health and racial equity.

Further evidence of FTS's readiness to take control and manage the site is the fact that we have already identified the Program Director among one of our senior staff, who will transition to the Long Beach site when the contract is executed. The proposed Director, Mr. John Sulton, who is Director of LAHSA and CES Programs, has more than twenty years of experience in the homeless services field and more than twelve as a Program Manager and Director. He will be transitioning to this contract in October. For other needed staff, including program managers, case managers, intake specialists, security officers, drivers, and food servers, interviewing will commence at the beginning of August until all vacant positions are filled. Program management staff will meet to review and plan for all program activities, review the program's SOW, compliance strategies, and to plan program implementation strategies.

All staff will be on-boarded no later than September 1<sup>st</sup>, given that they will be required to participate in a one month training program designed to insure they have a clear understanding of the following, but not limited to: 1) FTS and it role in providing homeless services; 2) Long Beach Year Round Shelter and its purpose; 3) Program staff roles, job responsibilities and how they fit into the overall operation of the program; 4) Job expectations; 5) Personal and participants safety; 6) Working with the homeless

population: Do's and Don'ts; 7) knowledge of partnering agencies/entities to which referrals are made; agencies that and 8) trauma Informed care as it relates to working with the homeless population. In addition, staff will utilize this preparation time to become familiar with the facility, program operations, and working with each other. Team building activities will be incorporated into the shake out period to ensure a high level of professional and social cohesion among the newly hired staff.

Again, FTS is well positioned to start the Long Beach Year Round Shelter on the proposed start date. Because of our history of operating sites of this size as evident by our Hacienda Hights site with 224 beds, Vernon Avenue site with 175 beds, our Coronado site with 124 beds, our Figueroa site with 84 beds, we are familiar with start-up and operation, including navigating the various systems to assure effective and timely implementation of all program activities. Specifically, we are well versed in facilitating timely coordination with the property owners or in this case, the current site operator, to secure and operate the site. We are experienced in conducting site visits and reviews with entities such as LASHA, DHS and DMH, and will do the same with the city and its staff prior to starting site operations. After said site visit, we are prepared to bring in any additional materials and supplies needed to make the site fully operational.

In addition to preparing the staff and physical site, FTS will ensure that its operational protocols are immediately engaged to ensure effective client engagement, from intake to transition into permanent housing. Among these system matrices are, but not exclusive to COVID-19 screening and precautions which have already been enacted at all 15 FTS sites and is ready to be enacted at the Long Beach site as well.

Finally, the ability of FTS to stand up the LB site is dependent on the organization ability to carry the operational cost for a period of time without funding from the city given that this is a cost reimbursement contract. At a minimum, FTS will need to carry the accrued costs for at least three months if not longer, depending how quickly the city is able to process submitted invoices. Of significance is the fact that FTS will be able to carry the cost of the site's operations from start-up by drawing from its reserve funds which currently is nearly \$350,000 and if necessary, via the use of its generous (\$500,000) business line of credit with our partnering banks.

As such, the above mentioned factors, i.e., available staffing, experience developing and managing large sites, systems and service availability, and access to financial resources, satisfactorily demonstrates FTS's ability to start operation and services at the Year-Round Shelter site by October 1, 2022.

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

FTS has had a long history of working with and managing significantly large cost-reimbursement contracts (ranging up to 2m) with county entities such as the Los Angeles County Department of Mental Health (DMH) and the Department of Health Services (DHS) and the Department of Public Social Services. In addition, FTS have had contracts at the city level with the cities of Los Angeles, Santa Monica, and Glendale.

Notwithstanding, FTS had been contracting with LAHSA for more than two decades and have executed more than 15 cost-reimbursement contracts over the years. These contracts range from a few hundred thousand dollars than \$2m. Additionally, FTS has and maintain cost-reimbursement contracts in varying amounts with entities such as United Way of LA, Brilliant Corners, Special Services for Group, (SSG), Health Right 360, and First AME Church.

Relative to our capacity to maintain operational cash flow, FTS is quite uniquely positioned to do so. As previously mentioned in Section 3 above, FTS currently have a significant cash reserve that can be utilized and if necessary, we could utilize funds drawn from our business line of credit.

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

### 4.3.3 Project Design

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

The program design for the Long Beach Year Round Shelter is constructed upon some fundamental constructs. First, is the provision of high quality services in a respectful, trauma informed, culturally appropriate manner, and two, ensuring the low-barrier delivery of said services. Importantly, the goal of FTS's program model, as will be the case for Long Beach, is to create a safe, nonjudgmental, supportive environment where our clients can begin addressing their basic needs and foster an environment where client and staff can build trust and rapport which will lead to transitioning to permanent housing with a full cadre of supportive services.

The following paragraphs outline the step by step processes and practices FTS will employ to provide operation and supportive services for the Long Beach Year-Round Shelter for people currently and at-risk of experiencing homelessness, starting with client intake.

#### **24-hour access (to accommodate first responder drop offs and discharge coordination)**

FTS will operate the Long Beach Shelter as a 24-hour facility where staff are always on hand to receive clients and meet their daily needs. While intake generally occurs between 8:30am and 4pm, Monday thru Friday, there may be occasions when a first responder like the Long Beach Police brings in a homeless individuals afterhours. In these instances, the Site manager will conduct a brief intake to verify that the individual is not at risk for harming themselves or other before assigning them to one of the isolation room beds. In addition to the initial screening, a rapid COVID test will be done prior to escorting the client to the isolation room. They will remain isolated from the resident population until their rapid tests result is known at which time the routine intake will be done by program staff.

Routine discharge coordination, like intake, will also be done between 9am and 4pm by the program staff. Off hours discharge coordination, though expected to be rare, will also be coordinated by the Site Manager to ensure that the client receives client discharge services and ensure that any pending referrals are discussed with the client.

#### **Safe space for observation and support of participants with significant needs**

FTS will designate space in the facility where staff can closely observe clients with significant needs, until they can be transferred to a higher level of care. Our medical staff will provide services that are within their scope of service and/or make referrals to one of our local service providers.

**Family care transfer space (same night resting space for families who need linkages to family shelter the next morning).**

FTS will designate a space under observation by staff that will be used to house families in crisis. During business hours on the next day, we will utilize our own family shelters, and in the absence of beds within those facilities, we work with a network of crisis families shelters to insure that the family acquires access into a family shelter. During their stay, the family will be provided with a bed, food, toiletries and any other supportive service needed.

**Accommodations for pets, including service and emotional/companion pets**

FTS gladly welcomes pets. Within our guidelines, most pets are able to be accommodated within size ranges. However, we cannot accommodate snakes, rodents of any kinds, turtles, or birds etc. due to the risk of disease transference.

**Designated sleeping quarters for couples and LGBTQ+**

One of the four housing dorms will be reserved for same gender couples with another designated areas for LGBTQ+.

**Designated sleeping quarters for males and females**

Two of the four housing dorms will be designated as gender specific facilities, one for males, the other for females.

**Operations for a warming kitchen to facilitate meals**

Meals will be prepared and delivered by staff from our fully licensed central commercial kitchen in which all meals will be prepared under strict guidance from the Department of Public Health and other regulatory agencies. FTS staff will warm (if needed) and distribute meals three times per day (breakfast, lunch, and dinner). A menu of the meals will be posted in all common areas showing the types of meals that will be prepared for the week. A new menu will be posted weekly. Mealtimes will be posted in all common areas. Special diets will be accommodated, guest will notify case managers of their required diet who will in turn notify the Kitchen PM who will ensure those diets are ordered accordingly. Meals will be eaten in designated areas during designated times. no other food will be allowed in bed/guest areas unless specifically required due to medical need (e.g., diabetic guest). The LB Shelter will be equipped with a warming oven, microwave, refrigerator/freezer and sink if they are not on-site already. Meals will be served by our on-site food handlers. All food service personnel have been trained and maintain a current Food Handlers Certificate issued by the State of California, Department of Health.

**Therapeutic recreation space to accommodate groups**

FTS will create an aesthetically pleasing outdoor green space on the site with amble shade and sitting area, including a place for clients to smoke, congregate and for staff to hold groups.

**Temporary storage accommodations**

When an individual enters or leaves the site, either permanently or is in the process of transitioning, our policy is to hold their belongings for 30 days, and longer in special circumstances.

**Transportation for community linkages and to support access to the shelter**

FTS, through its onsite staff, will arrange for taxi vouchers, bus tap cards, access, or via our transportation department vans and ride sharing services.

**Shower facilities to accommodate persons with a disability and their caretakers**

Clients with mobility issues will be able to access showers that are modified to be accessible. Similarly, their caretakers will have access to standard showers in designated stalls within the same facility.

**Colocation of program services including life skills, job skills, benefit advocacy and comprehensive case management.**

FTS will have life skills, job training, benefits advocacy, and comprehensive case management on sight to meet the needs of each client. Case management will also include groups that address social/emotional needs of our clients, resume prep assistance, and referrals.

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

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

**Housing First:**

Research has shown that providing for the basic need of shelter proves effective in improving program participants' health and well-being in other areas; once stable housing is obtained, a major stressor is reduced, allowing them to focus their attention on other issues and needs. Key principles of Housing First includes providing safe and affordable housing; that everyone can achieve housing stability; that everyone is housing ready; that achieving stable housing improves the quality of life, physical and mental health, and employment; that everyone has the right to self-determination, dignity, and respect; and that housing and services are based on needs.

The provision of housing and support services, including housing assistance via our use of the Housing Specialist and Housing Navigator, offers concrete and effective support to homeless individuals who may still be struggling with issues of daily living and decision-making as they seek to restore housing. Housing First is an approach to connect individuals and families experiencing homelessness quickly and successfully to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. This is the concept of "Housing First" that has been embraced and incorporated in service provision by FTS.

Our programs, like the proposed operation of the LB Atlantic Avenue site, will be client-centered and will emphasize client's choice in terms of housing and support. Housing is provided first, then supports follow. This may also include, but not limited to physical and mental health, education, employment, substance abuse, mainstream/public benefits, and community connection.

FTS incorporates housing first principles into its program design and implementation as reflective in the following ways. We often work with clients in providing referral services to employment opportunities, or to agencies that offer employment service or training such as One Stop or Chrysalis. We provide job fair information within the community to help increase the client's income; we also help them set up online accounts such as "Indeed" to give them day-to-day access and the ability to apply for jobs. We provide any client who expresses sobriety issue a referral for First To Serve sobriety treatment house or any sobriety program they wish to attend. We monitor any court ordered treatment and attendance. If a client presents with credit issues such as evictions, we work with all 3 credit bureaus to help client obtain accurate credit information and steps we can take to resolve the credit issues. If client has an eviction history, we work with landlords on behalf of the client to secure housing. The items identified above are all done in an effort to secure housing for our clients, the fundamental principle of housing first.

**Harm Reduction:**

FTS incorporate the Harm Reduction model, interlaced with the Housing First model, into its operations as a means of providing services for those who may be averse to becoming actively engaged in efforts to transition into permanent housing. Harm reduction approach does not require people experiencing homelessness to address all of their barriers or problems including behavioral health problems to graduate through a series of services/programs before they can access housing. Harm reduction does not mandate participation in services before obtaining housing or in order to retain housing. The harm reduction approach enables access to permanent housing without prerequisites or conditions beyond those of a typical renter. Participation in services have been found to be more effective when a person chooses to participate.



This evidence-based model provides a set of practical strategies and ideas aimed at reducing negative consequences associated with homelessness are evident in what we do. FTS is committed to meeting people "where they are" in their lives without judgment. Harm reduction efforts are also aimed at reinforcing positive changes in a person's life, no matter how small that change may be. Further, low-barrier entrance into our programs is not withheld because of substance use, nor is anyone discharged based solely on a grievance of drug use or otherwise. Participants who use drugs, along with their families, are treated with compassion and dignity, which are integral to harm reduction.

All participants are educated about housing first and immediate family stabilization is our motto. We encourage individuals/families to stabilize and look for work or education to increase skills and income. Individuals in crisis are quickly moved to a room and given food, clothing, and hygiene items; appointment made for assessment with onsite case managers and if the participant is unstable or decompensating, they will be referred for immediate intensive psychiatric treatment program located at nearest medical facility in our area. We use written criteria and forms to document work searches, and we provide as much case management support to create positive experience for each participant in our program. All program activities are designed to lead to achieving the goals and spirit of the harm reduction model.

#### **Trauma-informed Care:**

FTS incorporates the principles of trauma informed care. We educate staff to recognize that trauma is common, that every client may have experienced serious trauma, and to understand how trauma can affect individuals, families, and entire communities. We provide training in TF-CBT to help case managers identify trauma signs such as facial expressions, body language and mood.

We establish a safe and supportive environment, aspects of trauma-informed care. Staff is trained by DMH and other collaborating agencies to understand how traumatic experiences and stress impact our clients, how, where, and in what environment we best provide services; and how clients perceive and accept the services offered.

FTS incorporates the principles of Trauma Informed Care by addressing the following: Safety, where clients and staff feel physically and psychologically safe, whereby our physical settings are safe and interpersonal interactions promote a sense of safety. Trustworthiness and Transparency are addressed, whereby operations and decisions are conducted with transparency with the goal of building and maintaining trust with clients, families, and among staff. Peer support and mutual self-help are valued to establish safety and hope, enhancing collaboration, and where utilizing their personal stories and lived experience are used to promote recovery and healing. Through collaboration and mutuality, importance is placed on partnering and leveling power

differences between staff and clients and demonstrating that healing happens in relationships and in the sharing of power and decision-making.

FTS incorporates Empowerment, Voice, and Choice whereby individuals' strengths and experiences are recognized and built upon. FTS fosters a belief in the privacy of our clients, in resilience, and in the ability of individuals, families, and communities to heal and promote recovery from trauma. FTS understands that the experience of trauma may be a unifying aspect in the lives of our leadership, those who provide the services, and/or among our clients.

FTS incorporates cultural, historical, and gender issues by moving beyond stereotypes and biases; offers access to gender responsive services; leverages the healing value of traditional cultural connections; incorporates policies, protocols, and processes that are responsive to the racial, ethnic, and cultural needs of our clients; and recognizes and addresses historical trauma.

The CDC statistics on abuse and violence in the United States are sobering. One in four children experiences some sort of maltreatment, including physical, sexual, or emotional abuse. One in four women (25%) have experienced domestic violence. In addition, one in five women (20%) and one in 71 men (1.4%) have experienced rape at some point in their lives; 12% of these women and 30% of these men were younger than 10 years old when they were raped. Many homeless individuals suffer from some form of trauma due to a variety of reasons, and being homeless in itself, is very traumatic. They can also be traumatized as a result of being a victim of a crime. CDC indicates that two in three crime victims (66.7%) acknowledge having been victims of multiple crimes in the past five years. African Americans and Latinos represent the majority and are more likely to have been victims of three or more crimes in the past five years.

Our program uses a peer-to-peer model to promote healing and recovery. Dealing with housing insecurity is one of the core components of FTS's mission that are addressed in our programs. We offer monthly groups to discuss grief and loss and coping with life. Our staff is trained quarterly to understand the signs of trauma and build rapport with clients from a trauma informed perspective. Coupled with training provided by DMH, staff completes up to 8 hours per year on trauma informed care using the Wounded Healers Training. These trainings encompass traumatic stress and its impact; the relationship between trauma, mental health, substance abuse and homelessness; how working with trauma survivors can impact staff; and how trauma might impact their work. Clients and staff are encouraged to practice self-care to help destress and counter the effects of trauma.

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

FTS proposes to utilize a team of 22.5FTE, working across three shifts, namely 12am to 8:30am, 8am-4:30pm and 4pm to 12:30am. Inclusive of the staff are the following: a FT Program Manager, 4FTE Case Managers, a FT Intake/HMIS Specialist, a PT Quality Assurance Coordinator, a FT Food Server, a FT Janitor, a PT Maintenance Worker, 9 FT Client Aide, and 4.5FTE Security personnel. FTS will utilize staff with experience working with homeless individuals and families. Further, FTS has had its own Housing Navigator for many years and through its housing programs, routinely work directly with homeless individuals and families to provided ongoing and effective housing search and navigation services. To the extent possible, FTS will continue to utilize the services of its own Hosing Navigator and that of other CES partners to coordinate and provide ongoing engagement, document collection, and case management services in an effort to facilitate a match to an appropriate permanent housing resource. This may include but are not limited to private and public housing entities such as the Housing Authority of the County of Los Angeles, (HACoLA) and the Housing Authority, Cities of Long Beach and of Los Angeles (HACLA).

The identified staff will be responsible for providing all services defined in the RFP and include, but not limited to the services provided as in-kind for this program.

4. Describe how your organization will provide all operational needs of the site.

FTS has identified the following operational needs at the Shelter and has outline our intentions in the following paragraphs relative to them.

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

**Maintenance Services-**While routine maintenance at the site is done by site staff, FTS do have its own Maintenance Department that addresses larger issues such as clog toilet, broken window, electrical issues, and the likes. Requests for maintenance service will be routed to the Department where it is prioritized and scheduled for completion. Priority is given to emergency requests that include no hot water, no power, and gas leak. Low priority is given to items such as lightbulb replacement.

**Transportation Services -** While onsite staff will be able to provide transportation assistance to client via the provision of TAP cards, or pick-ups via Lift or Uber, Shelter client will also be able to schedule van rides to appointments through our Transportation Department that maintains a fleet of vans for this purpose. Staff within

the department will schedule pick up and drop off times for clients who need this type of transportation assistance.

**Medical Services-** FTS currently collaborates with St Johns Health Centers and Tri-state Mobil Health Services to provide on-site bi-weekly scheduled visits to our sites to do health check, screening, and referrals, inclusive of, but not limited to HIV, COVID, TB, etc. For the LB Shelter, we will establish relationships with local providers and the hospitals to expand our partnership to the service providers in Long beach. Additionally, our Case managers will work with clients to ensure they are connected with a medical home, whereby having a primary care provider, and are enrolled in Cal-AIM.

**Case Management Services-**This service will be delivered by our In-house team of Case managers and with support from LB Multi-service Center as needed. Case Managers will develop individual plans for clients, identifying and setting up services and supports they will need to become stable and economically independent, with a focus on helping them secure long-term housing. Case Managers will link clients to a variety of services that will involve connecting them to a variety of partner agencies who will work with us to assist clients during their stay, and beyond at this program site. We will work with LA County agencies and other nonprofit partners to link our clients to services and resources we identify they will need as we continue to help them transition to more permanent and stable housing. The services we will ensure is provided include:

- Mainstream Benefits
- Employment and Job Training
- Legal Services
- Medical/Health
- Mental Health
- Housing Stability
- Reentry Support and Programs
- Substance Abuse

Case Managers assist clients with coordinating transportation to and from service providers. Local transportation is available via buses and light rail located near the site. Additionally, will connect clients to public programs, such as taxi vouchers, TAP cards and access services. As needed, program guests are transported via FTS's leased passenger vans.

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

menu of the meals will be posted in all common areas showing the types of meals that will be prepared for the month. A new menu will be posted each month. Mealtimes will be posted in all common areas. Special diets will be accommodated, guest will notify case managers of their required diet who will in turn notify the Kitchen PM who will ensure those diets are ordered accordingly. Meals will be eaten in designated areas during designated times. no other food will be allowed in bed/guest areas unless specifically required due to medical need (e.g., diabetic guest). The LB Shelter will be equipped with a warming oven, microwave, refrigerator/freezer and sink if they are not on-site already. Meals will be served by our on-site food handlers. All food service personnel have been trained and maintain a current Food Handlers Certificate issued by the State of California, Department of Health.

**Security Services**-This service is provided by our in-house team of unarmed security staff that are fully trained and are distinguishable from clients and staff due to their colored polo shirts. We are intentional as not to use formal security uniforms so as to be trauma informed and prevent the possibility of clients being triggered. Further, security staff will perform site checks hourly to ensure the safety and compliance of guests while inside the facility. This security check will include all bed areas as well as scanning for items in bed areas which are not allowed inside the facility (e.g., food, contraband, weapons etc.); common areas and grounds outside the facility to ensure that guests are within compliance with facility rules and regulations; each guest is in their proper area (no male guests in the female bed area and no females in the male bed area). They will also check to see that client and staff are being socially responsible and following COVID protocols. Bed checks will occur randomly each week. These are typically visual in nature; however, a more thorough search of the clients' items may occur to ensure there are no contraband or weapons inside the facility. Repeated offense can result in guest being placed on a behavioral contract, written up or referred to another facility.

### **Intake and Processing**

Intake Coordinator will receive referrals from the city and will schedule the client for an intake. Intakes are generally conducted Monday thru Friday, 8:30am to 4pm with flexibility to accommodate on a case by case basis. Each new resident will participate in a confidential intake interview with the Program Manager and/or Case Manager that will evaluate the severity of the participant's current condition, and to identify specific problem areas and needs. The Program Manager and/or Case Manager will utilize a myriad of evaluative tools to conduct a comprehensive assessment. These assessment tools will document the status of the individual.

As indicated, comprehensive medical and health assessments will be conducted by one of our service partners such as St. Johns Health Services, Tri-State Mobil Health, or other local healthcare providers. In addition to the provision of housing and based on the identified needs, supportive services will be provided by in-house staff and

supplemented by other services that are coordinated by the Case Manager.

**Housing**

After clients have completed the intake process, they will be assigned a bed and provided with a welcome kit that includes bedding, pillow, and toiletries. Individuals will be accommodated based on availability, their needs, and capability which may include, but not be limited to wheelchair confinement, mobility issues, having a pets or other service animals.

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

As the city or the current operator have not facilitated access to the property to do a site visit, this has led to us having limited access to the facility and makes it challenging to determine what addition COVID-19 protocols should be in place beyond masking. Within the first few days of entry, we will conduct a comprehensive assessment of each structure on the premises and any new mandates from the County's Department of Public Health or the city, to determine what else might need to be done. Please note that FTS's COVID-19 Prevention Plan with specific policies and procedure as required by federal, state, and local guidelines, is attached as an Appendix. This is the potential challenge we perceive.

6. How will your program regularly receive and incorporate participant feedback and address potential grievances?

Through our Contracts and Compliance Department, that routinely conducts satisfaction surveys among our clients, feedback is provided in regard to satisfaction with program and services being provided by FTS and its staff. Further, we encourage feedback from our clients by placing suggestion boxes in the common areas of each facility. Feedback received from the surveys or from the suggestion boxes, or from clients' verbal feedback to staff, are processed by the Contracts and Compliance Department to ensure that attention is focused on areas that may need improvement. We consider feedback from our clients to be a critical component of our Total Quality Improvement (TQI) process and as such it is incorporated into our feedback loop.

While we make every effort to ensure service quality, safety, and professionalism among all staff, we have developed a formal grievance process if the need arise. As such, policies and procedures are in place and include the following statement. If a client is dissatisfied with services or discharged from the program for conduct by the staff, the client is required to submit a grievance in writing within ten (10) calendar days to a supervisor. The supervisor has (10) calendar days to respond to the grievance, with a copy to the Program Director.

If the supervisor's response is not satisfactory to the client, he/she may appeal the decision in writing within three (3) calendar days to the Chief Executive Officer. The Program Director has (10) calendar days to evaluate the grievance and to submit the written response, with a copy to the Executive director and Supervisor.

If the Program Director's response is not satisfactory to the client, the client may appeal the decision in writing within (3) calendar days to the Chief Executive Officer. The Chief Executive Officer has (10) calendar days to evaluate the grievance and to submit the written response, with a copy to the Board of Directors.

If the Chief Executive Officer's response is not satisfactory to the client, the client may appeal the decision in writing within (3) calendar days to the Board of Directors. The Board of Directors has thirty (30) calendar days to evaluate and decide the merits of the grievance. If a grievance is filed against a Program Director, Chief Executive Officer, or a Board Member, the grievance is filed directly with the Board of Directors.

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

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

Facility security precautions are extremely important in a shelter both to provide protection and to support clients and/or employees to feel safe, allowing them time to reflect on their circumstances, overcome the effects of homelessness and plan for the future. If clients and/or employees do not trust that they will be protected by a shelter or feel safe once inside the space, they are likely to avoid seeking support or leave the site. Where they have no other options, this may force them to return to the inhabitable environment, placing them at even greater risk for further harm.

General considerations for securing a shelter facility may include:

**Security:** Security features within and around the facility.

- Strong, secure doors, with safe entrances that cannot be forced to open
- Establishing one location as the single main entrance to decrease security risks associated with having to monitor more than one entrance at a time.
- Security of the area surrounding the facility, including:
  - Any outdoor space used by clients and/or employees
  - Indoor and/or outdoor security cameras
  - Security and/or House Managers monitoring the facility rooms and offices

**Shelter Operations:** A well-managed facility is key to maintaining public safety.

- Adherence to Shelter Rules
- Coordinated intake system (no walk-in clients)
- Client's property inspections as they come in
- On-site FTS Security Personnel

### **Precaution**

The measures taken in advance to prevent something dangerous, unpleasant, or inconvenient from happening are of the following:

1. Daily room searches will be conducted by two (2) House Managers for quality assurance of facility.
2. Security Guard and/or House Manager on duty monitors the facility throughout their shift.
3. Security cameras of the facility are being monitored.

### **Protocol**

When a client and/or Employee reports theft or harassment, the following will be conducted:

1. House Managers will assist involved client and/or employee and determine the problem.
2. If it's theft, two (2) House Managers will do a search for all rooms and/or offices.
3. When necessary, cameras in the facility will be reviewed for verification.
4. If a person or person(s) are deemed a suspect(s), all parties will be referred to Program Manager.
5. If it's a harassment, all parties will be referred to Program Manager.

### **Reporting**

Depending on the incident, the following will be done with the Program Manager:

1. Program Manager will meet with all parties involved to de-escalate incident.
2. During this time is when an involved party decides to press charges or deemed as resolved.
3. If client and/or Employee decides to press charges, the authorities will be contacted for involvement.
4. Program Manager will fill out an Incident Report and state actions taken thereafter.



#### 4.3.4 Coordination and Collaboration

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

The development and implementation of our Street Outreach and Supportive Services Team for Long Beach is predicated upon our understanding of the overall goals of the County's Homeless Crisis Response System which facilitates the coordination and management of resources and services, the identified goals of the City of Long Beach, and the directive to address the needs of homeless individuals in the city. These understandings are gained through our 20 plus year history of providing street outreach, case management, referrals, and supportive services to homeless individuals throughout the County. The primary goal of the team is to meet homeless individuals "where they are", be it to provide education and/or referrals to other resources, or to provide a warm handoff to our Case Management team at the Shelter.

Based on our experience, FTS will hire two Street Outreach staff who will focus attention on areas within the city where the homeless population congregates. Our bilingual, bicultural outreach team, inclusive of staff with lived homeless experience, will coordinate, and collaborate with service providers to assist homeless individuals. FTS will provide coordinated street outreach that identifies and engages people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets, and plays critical roles within systems for ending homelessness. Our street outreach team will effectively reach people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensures that people's basic needs are met while supporting them along pathways toward housing stability.

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

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

While FTS is not yet connected with the Long Beach CES, we have every intention to get as involved as we have been in Los Angeles. However, FTS does have a strong relationship with South Bay Coalition to End Homelessness (SBCEH) who serves the communities in SPA 8, being that we currently operate an Interim Housing site in Harbor City. As such we provide the following paragraphs to demonstrate our commitment and the commitment we will bring to Long Beach.

Since the fall of 2013 and the CES 100-Day Pilot in Los Angeles, FTS has and will remain an active member of the CES within SPA-6 and has been working collaboratively with other homeless providers to establish and implement the strategic and consolidated plan to address the needs of homeless individuals. As such, FTS is a certified SPA-6 CES organization and members of its staff, participates actively in the monthly provider collaborative community meetings.

The active participation of FTS as a member of the SPA-6 CES, its commitment to and the implementation of the strategic plan, working collaboratively with the service providers in SPA-6, and the linkages of service providers as part of the CES Outreach Teams, ensures that FTS engages in and maintains effective agency to agency communication that ultimately will lead to a greater reduction in the number of homeless individuals in SPA-6. FTS, through its Executive Director and Program Manager's further facilitate agency to agency communication through their participation in the SPA-6 Coalition Meetings, the Coordinating Council meetings and the Westside Shelter and Hunger Coalition meetings.

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

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

In addition to capturing and tracking client information in the HMIS system, FTS's internal client management system, CAMINAR, will also be used. All client information, including screening data, case management, and housing status and planning data, as well as outcome data like permanent housing attainment are captured and

monitored within this system. Program effectiveness will be derived from captured data and include program specific matrices.

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

Satisfaction and outcome objectives will be monitored by our Compliance Department. Satisfaction surveys will be used on a bi-annual basis.

Process indicators will include the following: 1) Number of activities held (e.g. number of group sessions); 2) Documentation of services provided (e.g. referrals made); 3) Number of clients who enter and exit the program; and 4) Clients' participation in these activities.

Outcome indicators will include the percentage of participants with the following: 1) Permanent housing placements; 2) Completed VI-SPDAT assessments within 14 days of program enrollment; 3) Completed Housing and Service Plans within 30 days of program enrollment; 4) Completed budgets within 30 days of program enrollment; 5) Connected to at least one community resource within 30 days of program enrollment; 6) Enrolled in a government subsidy program within 60 days of enrollment; and 7) Increased income between program entry and exit.

Our identified program goals are as follows:

- All clients will complete the intake process, inclusive of screening assessment
- 95% of clients will have an Individualized Housing and Recovery Plan
- 80% of clients will receive case management services
- 50% of clients without public benefits at entry and remain in the Shelter for more than 60 days will be registered to receive it prior to leaving the facility
- 40% of clients will be transferred into PHS
- All clients needing supportive services will receive services on-site or referred out for said services
- Client satisfaction rate will remain at a level no less than 70%
- 

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

FTS has been contracting with LAHSA for more than nearly 20 years and have been using their HMIS system for more than 10 years. We are very familiar with their system and do not anticipate having any difficulties with using LB's system.

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

FTS has established a Contract and Compliance Department (CCD), spearheaded by Ms. Christina Verjan, a senior staff with more than twelve years of experience working with the homeless population and a similar period as an employee of FTS. Working both with the Human Resource Department and her staff of nine, they are responsible for the development, implementation, analysis, and reporting on issues related to 1) accessibility to services; 2) compliance with protocols, and guidelines relative to the provision of services; 3) appropriateness of services and materials, culture, language, gender, sexual orientation, and age; 4) staff performance and proficiency; 5) staff supervision; 6) compliance with program guidelines and performance standards; 7) appropriateness and acceptability of services based on clients' needs, including client satisfaction and grievance processing; 8) record keeping procedures and adherence; and 9) collection and reporting of information to the agency's funding sources. FTS has incorporated the use of administered Client Satisfaction Surveys that are done randomly, on a bi-weekly basis, across program sites. CCD staff makes unannounced visits to program sites to administer the Client Satisfaction Surveys to randomly selected clients. The survey generally takes 7-10 minutes to complete and focuses on many operation areas that include, but is not limited to safety, cleanliness, case management provision, and treatment by program staff.

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

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

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

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

#### 4.3.5 Commitment to Racial Equity

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

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

Although we cannot become an expert on the norms and traditions of every culture, our experience indicates that being sensitive to general differences have strengthen our relationship with our clients. For example, each culture has its own rules about body language and interpretations of hand gestures. Some cultures point with the entire hand because pointing with a finger is extremely rude behavior. For other cultures, direct eye contact is considered disrespectful.

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

In addition to ensuring racial equity within our hiring practices, inclusive of hiring from within the community and those reflective of the clients we serve, FTS's Human Resource Department conducts a 5-part training series on racial equity that is mandated for all staff. Information covered in these five sessions include, but are not limited to racial bias, and cultural humility.

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.

Research indicates that engaging individuals with lived experience and individuals from vulnerable populations open up opportunities in so many ways. At a minimum, their involvement can reduce prejudice and discrimination, improve the development

of policies and procedures, expands services, decreased loss of work costs, increases revenue, and improves employee loyalty and morale.

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

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

#### 4.3.6 Budget and Cost Effectiveness

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

FTS has the fiscal and operational capacity to manage this program and operates with an annual budget of approximately \$21m. Relative to its fiscal management structure, the agency's finance department functions are managed by a staff of eight and supervised by the agency's accountant who has more than 18 years of experience working in the non-profit sector, and more than five years working in that capacity for FTS. The accountant is supervised by the Chief Financial Officer and is further supported by a contracted CPA firm.

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

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

At the core of FTS's grants management efforts is the utilization of Microsoft Project, a project management software which allows management to easily create, monitor, measure progress, and communicate project details effectively among the CEO and the management team. In addition to tasks/activities, critical aspects such as monitoring methods, frequency of monitoring, responsible staff, and project timelines for tasks/activities completion for each grant is incorporated into the PM system. A key feature of the Project software is its ability to quickly develop graphic overlays of each grant on a selected timeline with specific tasks identified. This graphic view provides a visual display of each grant and assists the CEO and his management team to quickly grasp the various aspects of the grants. Other features of this software are designed for both quality control and project management. By enabling the monitoring and



tracking flags within the system, FTS is able to effectively monitor and track all aspects of the grants to ensure compliance with all the contract requirements.

While Microsoft Project is at the core of the grants management system, FTS's key staff meets on a weekly basis to discuss the progress of the grants/contracts, review the specifics of the SOW, and to make any adjustments they deem necessary to ensure the grants/contracts remain on track and to meet all requirements and specific timelines established by the various funding sources.

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

Further, over the nearly three decades of operation, FTS has and continues to develop, evaluate, and refine its internal controls in order to ensure its growth, and the effective delivery of high-quality services to its clients. Internal control as we define it, is the process by which to assure that the organization's objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations and policies are met. While not infallible, our internal controls are designed to provide reasonable assurance regarding the achievement of operational objectives, such as the effectiveness and efficiency of operations, accurate and reliable financial reports, and compliance with the laws regulations and policies.

To this end, FTS has developed and implemented numerous policies and procedures through its senior management staff that are focused on one of the following key areas: Control Environment, Risk Assessment, Control Activities, Information and Communication and Monitoring. All operational processes are documented in policies and procedures and are re-evaluated periodically. Policies and procedures developed and operationalized as a result of this process are also reviewed on a periodic basis by the senior management team and members of the Board of Directors to ensure their continued effectiveness.

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

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

FY22-23, FTS anticipates surpassing \$3.5m in leveraged funds, in addition to more than \$200,000 in cash match.

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

Specific to the acquisition of additional resources to be leveraged by FTS for this program, we have secured approximately \$902,000 from some of our partnering service providers.

3. OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage.

Please note that FTS will be providing the requested services for less than the earmarked fund of **\$2.28m (a saving of \$273,750), in addition is leveraging \$902,000** that will be derived from the following sources:

**\$490,000 from New Way of Life** for skills building, legal clinic, and family unification; and **St. Johns Wellness Clinic** for medical services.

**\$185,000 from WB Community Learning Center** to provide substance abuse education and **\$227,000 from Chrysalis** for educational and vocational assessments, job assistance/job preparation skills, computer skills, money management, and stress management.

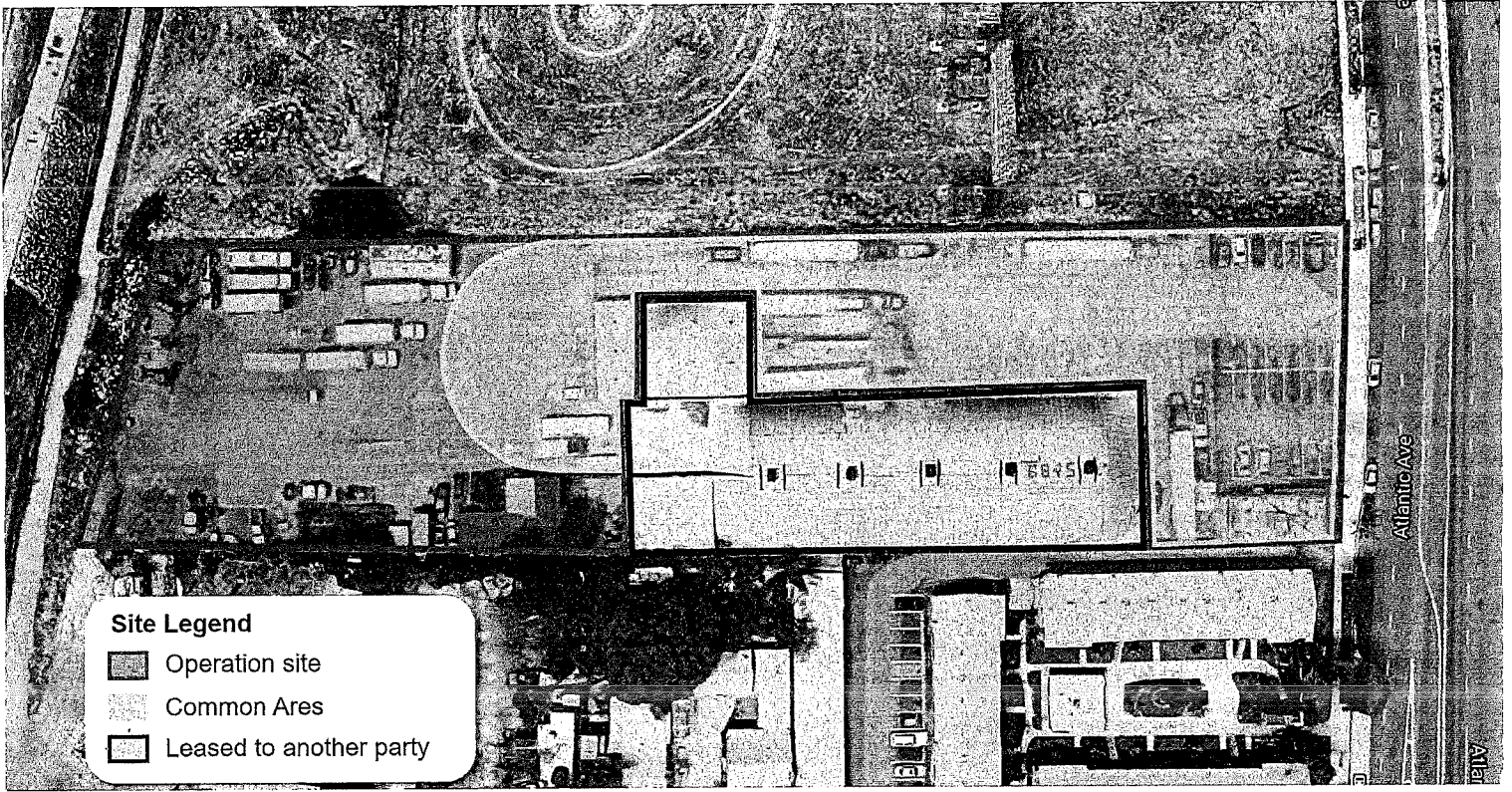
4. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

FTS will not be subcontracting on this contract.

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EXHIBIT "A-3"  
Premises and Building Located at  
6841-6845 Atlantic Avenue



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EXHIBIT "B"  
Rates and Charges

# EXHIBIT B

Expenses	FTE	Annual Salary	Total Salary	Leverage	Description/Justification <i>(Include a description/justification for each budget item)</i>
<b>Personnel Costs</b>					
Case Manager	4.00	\$ 52,000	\$ 208,000		Accomplishes clients' care by assessing clients' needs; developing, monitoring, and evaluating housing plans and progress; facilitating interdisciplinary approaches; monitoring staff performance. Minimum Qualifications: 2 years experience employment training.
Food Server	1.00	\$ 39,520	\$ 39,520		Responsible in serving meals for the clients. Minimum Qualifications: 2 years experience employment training.
Client Aid	9.00	\$ 39,520	\$ 355,680		Responsible for the safety of all the clients, meet and greet guest, maintain lines of communications and the cleanliness of the entire facility. Minimum Qualifications: 2 years experience employment training. Weekday: 2 FTE/Shift x 3 shifts/day=6FTE; Weekend: 0.5FTE x 2 staffs/shift x 3 shifts/day = 3 FTE. Total (9 FTE)
Intake/HMIs Specialist	1.00	\$ 39,520	\$ 39,520		Responsible for client intakes and HMIS system. Minimum Qualifications: 2 years experience employment training.
Maintenance	0.50	\$ 39,520	\$ 19,760		Responsible for providing day to day maintenance and janitor services for the shelter. Minimum Qualifications: 2 years experience employment training.
Janitor	1.00	\$ 39,520	\$ 39,520		Responsible for providing day to day janitor services for the storage services. Minimum Qualifications: 2 years experience employment training.
Program manager	1.00	\$ 66,560	\$ 66,560		Responsible for the day to day operations at crisis and bridge housing. Minimum Qualifications: Bachelor's degree, 4 years experience employment training.
Quality Assurance Coordinator	0.50	\$ 52,000	\$ 26,000		Responsible for interprets and implements quality assurance standards in shelter to ensure quality care to clients. Minimum Qualifications: 2 years experience employment training.
Security	4.50	\$ 39,520	\$ 177,840		Responsible in the security of the facility & clients. Minimum Qualifications: 2 years experience employment training. Weekday: 1FTE/shift x 3shift/day =3FTE, Weekend: 0.5FTE/Shift x 3 shifts/day = 1.5FTE (Total 4.5 FTE)
Health Care Services				\$ 490,000	New Way of Life: Provide skill-building opportunities, Legal Clinic, Family Reunification, Healthy Return Home and Distribution Center St. John's Well Child & Family Center : Provides Provide quality medical care, including screenings, diagnosis, treatment, TB screening and follow-up, Provide health insurance enrollment services, Coordinate mental health and substance abuse referrals with First to Serve, Inc.
Alcohol and Drug Abuse Services				\$ 185,000	WB Community Learning Center: Provide education for Effects of Drugs on Society and Dimensions of Drug Use, Understanding Drug Use and Abuse, Pharmacological Effects of Alcohol
Employment Assistance				\$ 227,000	Chrysalis: Provide Educational & Vocational Assessment, Job Assistance/ Job Preparation Skills Job, Computer Courses /Training/ Goal Planning/Money Management /Stress Management/ Convictions & Job Search/ Recovery & Job Search
<b>Total Salary</b>	<b>22.50</b>		<b>\$ 972,400</b>		
Fringe Benefits	22%		213,928		Fringe Benefits calculated at 22% (includes payroll taxes, health, dental & visions insurance & worker's comp)
<b>Total Personnel Costs</b>			<b>\$ 1,186,328</b>	<b>\$ 902,000</b>	
<b>Non-Personnel Costs</b>					
Lease			\$		
Property Tax			\$		
Food			\$ 557,048		3 meals/snacks/beverage/utensils supplies & other food supplies \$46,420/mons x 12 mons
Insurance			\$ 6,000		General Liability and D&O Insurance. Calculated at 500 x 12mos
Internet, Cable and Telephone			\$ 3,600		Internet and Telephone service. Calculated at \$300 x 12mos
Maintenance Supplies			\$ 12,000		\$1,000 /mons x 12 mons
Pest Control			\$ 3,600		\$300 /mons x 12 mons
Facility Main/Equip & Repair			\$ 6,000		\$500 /mons x 12 mons
Client Supplies			\$ 45,624		Client Supplies for the shelter : hygiene/cleaning supplies: 3,802/mons x 12 months.
Program Supplies			\$ 3,000		Supplies for the program, including but not limited to office supplies, computer, laptop and printer, uniforms, brochures and others etc. Calculate d.a.t. \$ 2,500/mons x12 mons.
<b>Expenses</b>	<b>FTE</b>	<b>Annual Salary</b>	<b>Total Salary</b>	<b>Leverage</b>	<b>Description/Justification</b> <i>(Include a description/justification for each budget item)</i>
Transportation			\$ 1,800		Providing transportation to clients ,meeting by staffs and for program operation, including but not limited to vehicle rental, including gas.
<b>Total Non-Personnel Costs</b>			<b>\$ 638,672</b>		
<b>Total Program Cost</b>			<b>\$ 1,825,000</b>		
<b>Indirect/Administration Costs</b>					
Indirect/Administration Costs	10.00%		\$ 182,500		Indirect Costs @ 10%
<b>Total Indirect/Administration Costs</b>			<b>\$ 182,500</b>		
<b>TOTAL BUDGET &amp; TOTAL LEVERAGE</b>			<b>\$ 2,007,500</b>	<b>\$ 902,000</b>	

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EXHIBIT "C"

City of Long Beach Representative:

JESSICA VILLALOBOS  
Administrative Analyst III  
Department of Health & Human Services,  
Human Services Bureau  
2525 Grand Ave, RM 235  
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EXHIBIT "D"

Additional Material:

None



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EXHIBIT "E"

Name of Contractor's Key Employee:

RICHARD REED