

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

1 AGREEMENT

2 **35829**

3 THIS AGREEMENT is made and entered, in duplicate, as of January 29,
4 2021, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on November 17, 2020, by and between FIRST
6 RATE STAFFING CORPORATION, a Delaware corporation ("Contractor"), with a place of
7 business at 12150 S. Bloomfield Ave., Ste. B , Santa Fe Springs, California 90670, and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to
10 provide temporary shelter staffing services for human and social services programs in the
11 Department of Health and Human Services ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using Request for Proposal No. HE20-060 ("RFP), incorporated
14 by this reference as if fully set forth herein, and City has determined that Contractor and its
15 employees are qualified, licensed, if so required, and experienced in performing these
16 specialized services; and

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, not to exceed One Million Three
27 Hundred Eighty-Four Thousand Four Hundred and Eighty Dollars (\$1,384,480),
28 minus the Nine Hundred and Forty-Five Thousand, at the rates or charges shown

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in Exhibit "B".

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

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

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

1 from the City.

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

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

11 2. TERM. The term of this Agreement shall commence at midnight on
12 October 1, 2020, and shall terminate at 11:59 p.m. on September 30, 2021, unless sooner
13 terminated as provided in this Agreement, or unless the services or the Project is
14 completed sooner. The City shall have the option to extend the term for two (2) one-year
15 periods, at the discretion of the City Manager.

16 3. COORDINATION AND ORGANIZATION.

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

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

1 to replace that key employee.

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

14 5. INSURANCE.

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

22 (a) Commercial general liability insurance equivalent in coverage
23 scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its
24 officials, employees, and agents as additional insureds on a form equivalent
25 in coverage scope to ISO CG 20 26 11 85 from and against claims,
26 demands, causes of action, expenses, costs, or liability for injury to or death
27 of persons, or damage to or loss of property arising out activities performed
28 by or on behalf of the Contractor in an amount not less than One Million

1 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
2 \$2,000,000) in general aggregate. Such coverage shall not exclude claims
3 alleging abuse or molestation.

4 (b) Workers' compensation coverage as required by the Labor Code
5 of the State of California and Employer's liability insurance with minimum
6 limits of One Million Dollars (US \$1,000,000) per accident or occupational
7 illness. The policy shall be endorsed with a waiver of the insurer's right of
8 subrogation against the City of Long Beach, and its officials, employees,
9 and agents.

10 (c) If vehicles are used in performing the services provided but do
11 not include transporting people experiencing homelessness, commercial
12 automobile liability insurance equivalent in coverage scope to ISO CA 00
13 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000)
14 combined single limit (CSL) covering Symbol 1 ("any auto"). IF people
15 experiencing homelessness are transported, limits increase to Five Million
16 Dollars (US \$5,000,000) CSL.

17 B. (d) Professional liability or errors and omissions liability
18 insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and
19 in aggregate covering the services provided (including, but not limited to,
20 Psychologists, Social Workers, Practical Nurses, Registered Nurses (RN),
21 Physicians (MDs), Nurse Practitioner (NPs), and Physician Assistants (PAs))
22 pursuant to this Agreement. Any self-insurance program, self-insured retention, or
23 deductible must be separately approved in writing by City's Risk Manager or
24 designee and shall protect City, its officials, employees and agents in the same
25 manner and to the same extent as they would have been protected had the policy
26 or policies not contained retention or deductible provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 17. PREVAILING WAGES.

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

1 Work”), if any, shall comply with the requirements of California Labor Code sections
2 1770 *et seq.* City makes no representation or statement that the Project, or any
3 portion thereof, is or is not a “public work” as defined in California Labor Code
4 section 1720.

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

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

19 19. INDEMNITY.

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

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

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

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

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

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

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

3 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST RATE STAFFING CORPORATION,
a Delaware Corporation

2-1, 2021
By Devan Gulpin
Name [Signature]
Title President - COO

2-1, 2021
By Joy Mautz
Name Joy Mautz
Title Treasurer

CITY OF LONG BEACH, a municipal corporation

February 4, 2021
By Sonda F. Iatum
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on February 3, 2021

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

SCOPE OF PROJECT

Congregate and Non-Congregate Shelter

The City, Department of Health and Human Services (DHHS) requires a staffing agency to provide temporary personnel to support congregate and non-congregate sheltering sites that have been activated in response to COVID-19. DHHS currently provides oversight of two types of shelter operations which provide emergency housing for NON-COVID-19 People Experiencing Homelessness (PEH):

- **Non-Congregate Shelter:** prioritized for PEH over 65 years of age and have underlying health conditions that make them more vulnerable to COVID-19.
- **Congregate Shelter:** serves PEH over the age of 18 years.

DHHS needs staff coverage 24 hours a day, 7 days a week at each shelter site, with the number of staff varying based on site and time of day. Payment of services will be transacted through a reimbursement process.

The staffing agency would be responsible for:

- Personnel recruitment and screening, background and reference checks, and hiring of employees as required by law;
- Maintenance of all personnel files and payroll records;
- Administration of payroll services, such as withholding, payment, and reporting of relevant taxes, and issuing of employee W-2 forms;
- Maintenance of Workers' Compensation coverage in accordance with State and Federal law;
- Payment of unemployment insurance tax and maintenance of general liability insurance to each employee;
- Administration of unemployment claims for employees;
- Provision of human resources services, such as sexual harassment and discrimination training and complaints.
- Ability to recruit staffing regardless of actual or perceived race, color, religion, national origin, age, gender identity, pregnancy, citizenship, familial status, household composition, disability, Veteran status, sexual orientation or forensic background;
- Ability to recruit staff that have experience or ability to address special needs populations including households experiencing chronic homelessness, veterans, families, youth, seniors, disabled and specialized provisions for those fleeing domestic violence;
- Recruit staff to support established work schedules:
 - 6am-2:30pm Monday-Friday (40 hours)
 - 6am-2:30pm Saturday/Sunday (16 hours)
 - 2pm-10:30pm Monday-Friday (40 hours)
 - 2pm-10:30pm Saturday/Sunday (16 hours)
 - 10pm-6:30am Sunday-Thursday (40 hours)
 - 10pm-6:30am Friday/Saturday (16 hours)

Isolation and Quarantine Shelter

The City also requires temporary staffing for its Isolation & Quarantine Site (IQS). This IQS is for COVID-19 positive, suspected, or quarantined individuals. This site serves both homeless and housed persons. A patient's stay at the site generally ranges from 2 – 14 days. This position does not provide medical treatment or direct physical contact with patients.

IQS Goals:

- 1) Reduce the transmission of COVID-19 in the City, by providing safe isolation and quarantine, to individuals who do not have the ability to safely isolate at home.
- 2) Return patient to their pre-COVID-19 condition, or better.

DHHS takes infection control very seriously and the safety of City staff and patients is the utmost priority. Proper PPE training and PPE supplies are provided to all staff. Staff conduct most interactions with patients over the telephone, and on the rare occasions they do interact with patients, such as at check-in, staff wear proper PPE and also maintain at least 6-foot distance.

IQS Shelter Staff Qualifications:

- Human Services background;
- Customer service experience with persons experiencing homelessness or persons with difficult psycho- social needs;
- Culturally-competent approaches to customer service;
- Problem solver;
- De-escalation skills;
- Can work independently (will often be the only Shelter Associate on duty to cover up to 10 patients);
- Able to remain calm when plans change or when sudden needs arise;
- Able to multi-task and prioritize;
- Proficient with computers; and,
- Speaks English and another language such as Spanish, Khmer, or Tagalog.

IQS is a 24/7 operation with the following shifts:

- 6am-2:30pm Monday-Friday (40 hours)
- 6am-2:30pm Saturday/Sunday (16 hours)
- 2pm-10:30pm Monday-Friday (40 hours)
- 2pm-10:30pm Saturday/Sunday (16 hours)
- 10pm-6:30am Sunday-Thursday (40 hours)
- 10pm-6:30am Friday/Saturday (16 hours)

Staff Roles

Below are the staff roles needed to support shelter operations:

Shelter Shift Supervisor: supports the shelter management in overseeing the shelter staff and guides their work in the absence of or as the designee of shelter management. The shift supervisor ensures that the needs of program participants are met in the shelter setting, oversees intakes, coordination with hospital discharges, first responder drop offs and program participant exits.

Major tasks include:

- Support and supervise shelter staff;
- Work with City staff to ensure facilities management;
- Coordinate case management needs with the Multi-Service Center (a homeless services access center);
- Maintain contact with shelter manager and/or City's COVID-19 emergency response team;
- Maintain program participant files, sign-in sheets and other shelter logs;
- Ensure proper staff and volunteer logs are collected;
- Tracks daily shelter occupancy;
- Ensure that proper shelter documents are posted inside and outside shelter;
- Delegate tasks to shelter staff;
- Develop effective working partnerships with community-based and faith-based organizations;
- Coordinate with volunteers on-site;
- Manage and track donations received on-site;
- Facilitate staff meetings and trainings with shelter manager;
- Respond to program participant escalations, complete special incident reports and facilitate program participant exits as needed;
- Report dependent adult and elder abuse and neglect according to state law;
- Provide oversight of meal provision and ensure number of meal counts for the shelter; and
- Ensure security operations.

Shelter Associate: ensures that the needs of PEH are met in the shelter setting. The shelter associate is responsible for the intake process for all program participants and day to day PEH needs.

Major tasks include:

- Conduct program participant intakes and assessments;
- Maintain program participant files, sign-in sheets and other shelter logs;
- Maintain contact with shift supervisor and shelter coordinator;
- Work with City staff to ensure facilities management;
- Ensure that feeding operations are running smoothly;
- Ensure that proper shelter documents are posted inside and outside shelter;
- Coordinate case management needs with Multi-Service Center staff;
- Coordinate with volunteers on-site;
- Manage and track donations received on-site;
- Deescalate and conduct conflict resolution efforts with shelter residents; and
- Report dependent adult and elder abuse and neglect according to state law.

IQS Shelter Associate: Supports IQS for COVID-19 positive, suspected, or quarantined individuals. This site serves both homeless and housed persons. This position does not provide medical treatment or direct physical contact with patients.

Major tasks include:

- Support patients to voluntarily maintain isolation or quarantine until they are medically cleared;
- Coordinate on-site room entry (in-take) and exit (discharge);
- Review and ensure that the consent form has been signed and accepted.
- Review the rules with the patient;
- Obtain consent documents from the patient;
- Conduct daily visual check of the patient and patient's room – 6 feet away from open door;
- Notify Program Manager and Meal Prep Contact of any known allergies listed on in-take form.;
- Ensure that housekeeping and security are conducting their functions, elevating concerns to Program Manager. Communicate with housekeeping and security staff on-site;
- Coordinate and oversee delivery of food and supplies;
- Ensure patients are provided with "care kit" and ongoing hygiene supplies as needed;
- Notify Program Manager and DHHS CDCP if any patient leaves before they are medically cleared by DHHS;
- Respond to calls (on-duty hours) from patients who may need to request special services, replacement hygiene products, water, etc. and deliver items and meals to room;
- Coordinate needs or issues with Nurse and Behavioral Health Specialist;
- Complete daily activity log and submits to Program Manager;
- Oversee any volunteers or community partners who provide services on-site;
- Contact 911 in the event of a medical or mental health emergency;
- Complete supplies inventory form once per shift, and request supplies from Program Manager as needed; and
- Coordinate with transportation for arrival/departure needs.

EXHIBIT “B”

Rates/Charges



City of Long Beach Staff Rates

	Hourly	Bill	Overtime	Bill	Double	Bill
PRK Shelter Associate	\$17.00	\$24.48	\$30.00	\$43.20	\$40.00	\$57.60
PRK Shelter Associate *bilingual	\$18.00	\$25.92	\$27.00	\$38.88	\$51.84	\$36.00
PRK Shift supervisor	\$19.00	\$27.36	\$28.50	\$41.04	\$38.00	\$54.72
PRK Shift Supervisor *bilingual	\$20.00	\$28.80	\$30.00	\$43.20	\$40.00	\$57.60
IQS Shelter Associate	\$20.00	\$28.80	\$30.00	\$43.20	\$40.00	\$57.60

OT is only permissible upon request by the City of Long Beach.

Thank you Kindly,

*Jeannette Bustillo
 Business Development Manager
 Office: 310-375-3860
 Fax: 310-375-3867
 Email: jbustillos@first-ratestaffing.com
1431 W. Knox St. Suite 1100
Torrance Ca. 90501*

EXHIBIT “C”

City’s Representative(s):

Paul Duncan

Office: 562.570.4581

Paul.Duncan@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Joy Mautz

Office: 714.791.1866

jmautz@first-ratestaffing.com