Robert E. Shannon
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CONTRACT FOR SUPPORTIVE HOUSING

29763

THIS CONTRACT is made and entered, in duplicate, as of August 24, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 3, 2005, by and between SUBSTANCE ABUSE FOUNDATION, a nonprofit California corporation, with offices located at 3125 East Seventh Street, Long Beach, California 90804 ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City has received a grant from the U.S. Department of Housing and Urban Development ("HUD") for a program called "Continuum of Care Homeless Assistance" which deals with the needs of the homeless; and

WHEREAS, as part of the 2005 Supportive Housing Grant Agreement ("Grant Agreement") the City is required to enter subcontracts with organizations that provide housing and supportive services to the homeless and the City has selected Organization as a sub-recipient of grant funds; and

WHEREAS, Organization provides transitional housing, human or social services to low-income and homeless residents of the City; and

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

1. Grant funding within a maximum amount;

2. Program Accountability by the City; and

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

Section 1. The above recitals are true and correct and the Grant Agreement is incorporated by this reference and Organization shall comply with the Grant Agreement.

Section 2.A. Organization shall provide supportive services not in conjunction with housing, outreach and assessment, transitional housing and supportive services, and permanent housing or permanent supportive housing to meet the long-term needs of the

homeless in accordance with Attachment "A" entitled "Program Goals", Attachment "B" entitled "Budget", Attachment "C" entitled "Compliance with Federal Regulations", Attachment "D" entitled "Housing Case Management Standards of Care", Attachment "E" entitled "Certification of Debarment", and Attachment "F" entitled "Certification of Lobbying", all of which are attached and incorporated by this reference.

B. Organization shall be responsible for adherence to all policies, procedures, rules and regulations as noted in the United States Department of Housing and Urban Development (HUD) Supportive Housing Program Desk Guide, HUD Continuum of Care SuperNOFA (Notice of Funding Availability), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations, United States Codes, City of Long Beach Grants Monitoring Guidelines, City's contract for funds, the Request for Proposal (RFP), and Organization's proposal in response to the RFP, and all Information Bulletins issued by the City of Long Beach Department of Health and Human Services, Homeless Services Division.

Section 3. The term of this Contract shall commence at midnight on May 3, 2005, and, unless sooner terminated as stated below, shall terminate at 11:59 p.m. on March 31, 2009.

Section 4.A. Organization shall affirmatively and aggressively use its best

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

Organization shall prepare monthly invoices and submit them to City within fifteen (15) days after the end of the month in which the Organization provided services. Organization shall attach documentation to each invoice that evidences the amounts shown on the invoice and the amounts of matching funds required from Organization. Failure to submit an invoice and its accompanying documentation within the 15-day period may result in late payment from the City. Submission of incorrect invoices with ineligible/in allocable expenses or inadequate documentation shall result in a Disallowed Cost Report. The Disallowed Cost Report was created to provide detail to the Organization for the purpose of communicating disallowed costs due to reasons of insufficient source documentation, ineligible expenses, exceeded line items, and similar reasons. In the event that an item is disallowed in the invoice, Organization will be permitted to resubmit the disallowed costs along with adequate source documentation, other eligible expenses and the like in the next invoice. City reserves the right to refuse payment of an invoice received by it sixty (60) days after Organization provided the services relating to that invoice or for the unauthorized expense of funds requiring written approval for budget changes or modifications.

D. City reserves the right to suspend payment of invoices in the event of non-compliance regarding, but not limited to, submission of reports or insurance documents.

E. Each calendar quarter Organization shall, no later than fifteen (15) days after the end of each quarter, submit to the City copies of cancelled checks and other documents supporting the charges and matching funds in the invoices submitted during the previous quarter.

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F. City closes its fiscal year during the months of August and September; Organization acknowledges and agrees that City's payment of invoices will be slightly slower during that time.

Section 5.A. Organization's records relating to the performance of this Contract shall be kept in accordance with generally accepted accounting principles and in the manner prescribed by City. Organization's records shall be current and complete. City and HUD shall have the right to examine, copy, inspect, extract from, and audit financial and other records related to this Contract during Organization's normal business hours to

D. Organization shall participate in the City's Homeless Management Information System (HMIS) and obtain funding to ensure participation. Organization shall ensure implementation, operation and maintenance necessary for participation throughout the term of this Contract. Further, Organization shall enter data into the HMIS system on a regular basis (at least weekly) and in a timely manner.

E. If Organization spends $500,000 or more in Federal funds in an Operational Year, then Organization shall submit an audit report to City in accordance with OMB Circular A-133 no later than thirty (30) days after receipt of the audit report from Organization's auditor or no later than nine (9) months after the end of the Operational Year. If Organization spends less than $500,000 in Federal grant funds in an Operational Year, submission of the audit report is optional.

Section 6. In the performance of this Contract, Organization shall not discriminate against any employee, applicant for employment or service, or subcontractor because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV Status, condition, age, disability or handicap. Organization shall take affirmative action to assure that applicants are employed or served, and that employees and applicants are treated during employment or services without regard to these categories. Such action 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, including apprenticeship.

Organization shall permit access by City or any other agency of the county, state or federal governments to Organization's records of employment, employment advertisements, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the fair employment practices provisions of this Contract.

Section 7.A. In performing services, Organization is and shall act as an independent contractor and not as an employee, representative or agent of City

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Attachment "E"

CERTIFICATION REGARDING DEBARMENT

By signing and submitting this document, the recipient of federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.

3. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

4. The recipient of Federal assistance funds agrees by submitting this document that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the departmental or agency with which this transaction originated.

5. The recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number:_____ Contract Agency:_____

Name and Title of Authorized Representative: Kathryn Romo, Executive Director

Kathryn Romo 9-29-06

Signature Date

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Attachment “F”

CERTIFICATION REGARDING LOBBYING

Contractor(s) and lobbyist firm(s), as defined in the Los Angeles County Code Chapter 2.160 (ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

[redacted]