

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

1 AGREEMENT

2 **35849**

3 The City of Long Beach ("City") and the County of Los Angeles ("County"),  
4 by and through its Department of Consumer & Business Affairs (DCBA), each individually  
5 a "Party" and collectively, the "Parties", agree to mutually support the provision of legal  
6 services and tenant outreach and education to qualified Long Beach citizens through the  
7 County's existing Stay Housed L.A. County Program ("Program").

8 WHEREAS, the Program currently provides first-come, first-serve legal  
9 services and short-term rental assistance to income eligible tenants that reside in Los  
10 Angeles County; tenant outreach and education to inform County renters of their rights and  
11 about services offered through the Program; and access to related support services to help  
12 curb the number of individuals and families falling into homelessness in the County via  
13 evictions, with priority given to residents of unincorporated areas of Los Angeles County  
14 ("Priority Residents"); and

15 WHEREAS, the City is willing to provide funding to the County in order to  
16 support the Program and the County is willing to accept such funding upon the terms and  
17 conditions contained herein.

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

20 1. TERM. This Agreement is effective as of the date of execution by the  
21 Parties, and shall remain in effect through December 31, 2021. This Agreement may be  
22 renewed for another term of one year upon mutual written consent of the Parties.

23 2. AMENDMENTS TO THIS AGREEMENT. No amendment,  
24 modification, alteration, or variation of the terms of this Agreement shall be valid unless  
25 made in writing and signed by authorized representatives for the Parties, and no oral  
26 understanding or agreement not incorporated herein shall be binding on the Parties.

27 3. ROLE AND RESPONSIBILITIES OF CITY. City is an incorporated  
28 municipality within Los Angeles County. The Long Beach City Council approved the

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1 provision of funding to the County in order to expand and support the Program. City shall  
2 provide funding to the County in the amount of Two Hundred Fifty Thousand Dollars  
3 (\$250,000) ("City Program Funds") payable to the County on or before the date which is  
4 thirty (30) days after this Agreement is fully executed by the Parties.

5 4. ROLE AND RESPONSIBILITIES OF COUNTY. The County  
6 administers and operates the Program. The County agrees to (1) apply the City Program  
7 Funds exclusively to pay for outreach, education and the provision of legal services, each  
8 in connection with the Program, (2) prioritize Program services to Long Beach residents on  
9 par with existing Priority Residents, and (3) not reduce County funding for the Program as  
10 a result of the provision by City of the City Program Funds and utilize City Program Funds  
11 to expand Program services to Long Beach residents as required under the terms of this  
12 Agreement.

13 5. INDEMNIFICATION. The County and the City are both public  
14 agencies as defined by the laws of the state of California. To the extent permitted by law,  
15 each Party shall assume financial and legal responsibility for the negligent acts or  
16 omissions of its own officers, employees or agents in connection with or arising out of the  
17 performance of this Agreement. Each Party shall indemnify, defend, and hold harmless  
18 the other Party, its officers, directors, employees, and agents from and against any and all  
19 claims (including attorney fees and reasonable expenses for litigation or settlement) for  
20 any damage, demand, cause of action, loss, cost, expense or liability in proportion to the  
21 extent such damages are caused by the Special Districts, officers, directors, agents or  
22 employees of each respective Party, in the performance of this Agreement. Each Party  
23 shall have the right to participate at its own expense in the defense of any claim, action or  
24 proceeding. Each Party shall promptly notify the other upon receipt of any demand, claim  
25 notification, action or proceeding and will cooperate with the defense thereof. The Parties  
26 agree that Government Code sections 895.2, 895.4, 895.6, and Civil Code section 2778  
27 shall apply to this Agreement. Nothing in this Agreement shall be construed as imposing  
28 liability on any Party in excess of what is authorized by statute.

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6. ENTIRE AGREEMENT. This Agreement and any exhibits and documents incorporated herein and made applicable by reference, represent the full and entire agreement between the Parties concerning the Program and supersedes any and all prior agreements, representations, understandings or communications, whether written or oral, that may have existed.

7. WAIVER. Any waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No Interpretation of any provision of this Agreement shall be binding upon any Party unless agreed in writing by each Party and their respective attorneys.

8. SEVERABILITY. If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

9. POINTS OF CONTACT.

CITY CONTACT:		COUNTY CONTACT:	
Name:	Christopher Koontz	Name:	Michelle Jiang
Title:	Deputy Director	Title:	Finance Manager
Phone:	(562) 570-6288	Phone:	(213) 712-5508
Address:	411 W. Ocean Blvd., 3rd Flr Long Beach, CA 90802	Address:	500 W. Temple St, Room B-96 Los Angeles, CA 90012
Email:	<a href="mailto:christopher.koontz@longbeach.gov">christopher.koontz@longbeach.gov</a>	Email:	<a href="mailto:mjiang@dcba.lacounty.gov">mjiang@dcba.lacounty.gov</a>

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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.

CITY OF LONG BEACH

February 22, 2021

By: *Sunda F. Jakumfon*  
Thomas B. Modica  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
COUNTY OF LOS ANGELES

February 11, 2021

By: *Rafael Carbajal*  
Rafael Carbajal, Director  
Los Angeles County Department of  
Consumer and Business Affairs

This Agreement is approved as to form on February 16, 2021.

CHARLES PARKIN, City Attorney

By: *[Signature]*  
Deputy

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