

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT

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THIS CONTRACT is made and entered, in duplicate, as of March 16, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 3, 2015, by and between MENTAL HEALTH AMERICA OF LOS ANGELES, a nonprofit California corporation, with offices located at 100 W. Broadway, Suite 5010, Long Beach, California 90802 ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City Council approved an Ordinance establishing the Mayor's Fund for the Homeless ("Mayor's Fund"); and

WHEREAS, Organization provides human or social services to homeless residents of the City; and

WHEREAS, City wishes to support said services by providing funding through the Mayor's Fund; and

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

- 1. Funding within a maximum amount;
- 2. Program accountability by the City; and

WHEREAS, Organization agrees to perform said services and to provide City with the information and supporting documentation required herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES. Organization shall provide direct and indirect human or social services to homeless residents of the City, in accordance with Attachment "A" entitled "Scope of Work and Budget", attached hereto and incorporated herein by this reference.

A. Total disbursements made to the Organization under this Contract by City shall not exceed Eighteen Thousand Dollars (\$18,000).

1 Organization shall prepare invoices and submit them to City for payment.
2 Organization shall attach documentation to each invoice that evidences the
3 amount expended as shown on the invoice. Documentation shall include copies of
4 cancelled checks and other documents supporting the charges in the invoices.
5 Invoices shall show units of service and costs identified in Attachment "A". Failure
6 to submit an invoice and its accompanying documentation may result in late
7 payment from the City. City reserves the right to refuse payment of an invoice
8 received sixty (60) days after the end of the Contract period.

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

17 2. TERM. The term of this Contract shall commence at 12:01 a.m. on
18 March 4, 2015, and, unless sooner terminated as provided herein, shall terminate at
19 midnight on December 31, 2016.

20 3. AUDIT.
21 A. Organization's records relating to the performance of this
22 Contract shall be kept in accordance with generally accepted accounting principles
23 and in the manner prescribed by City. Organization's records shall be current and
24 complete. City shall have the right to examine, copy, inspect, extract from, and
25 audit financial and other records related, directly or indirectly, to this Contract
26 during Organization's normal business hours. If examination of these financial and
27 other records by City reveals that Organization has not used these grant funds for
28 the purposes and on the conditions stated in this Contract, then Organization

1 covenants, agrees to and shall immediately repay all or that portion of the grant
2 funds which were improperly used. If Organization is unable to repay all or that
3 portion of the grant funds, then City will terminate all activities of Organization
4 under this Contract and pursue appropriate legal action to collect the funds.

5 B. In addition, Organization shall provide any information that the
6 City Auditor and other City representatives require in order to monitor and evaluate
7 Organization's performance hereunder. Organization shall provide all reports,
8 documents or information requested by City within three (3) days after receipt of a
9 written or oral request from a City representative, unless a longer period of time is
10 otherwise expressly stated by said representative.

11 C. Within fifteen (15) days after the end of each quarter in which
12 Organization provided services, Organization shall submit performance reports
13 certified by one of Organization's officers or its Executive Director identifying the
14 services performed.

15 4. NONDISCRIMINATION.

16 A. In the performance of this Contract, Organization shall not
17 discriminate against any employee, applicant for employment or service, or
18 subcontractor because of race, color, religion, national origin, sex, sexual
19 orientation, gender identity, AIDS, AIDS related condition, age, disability,
20 handicap, or Vietnam Era veteran status. Organization shall take affirmative
21 action to assure that applicants are employed or served, and that employees and
22 applicants are treated during employment or services without regard to these
23 categories. Such action shall include but not be limited to the following:
24 employment, upgrading, demotion or transfer; recruitment or recruitment
25 advertising; lay-off or termination; rates of pay or other forms of compensation;
26 and selection for training, including apprenticeship.

27 B. Organization shall permit access by City or any other agency
28 of the county, state or federal governments to Organization's records of

1 employment, employment advertisements, application forms and other pertinent
2 data and records for the purpose of investigation to ascertain compliance with the
3 fair employment practices provisions of this Contract.

4 5. INDEPENDENT CONTRACTOR.

5 A. In performing services hereunder, Organization is and shall
6 act as an independent contractor and not as an employee, representative, or
7 agent of City. Organization's obligations to and authority from the City are solely
8 as prescribed herein. Organization expressly warrants that it will not, at any time,
9 hold itself out or represent that Organization or any of its agents, volunteers,
10 subscribers, members, officers or employees are in any manner officials,
11 employees or agents of City. Organization shall not have any authority to bind
12 City for any purpose.

13 B. Organization acknowledges and agrees that i) City will not
14 withhold taxes of any kind from Organization's compensation, ii) City will not
15 secure workers' compensation or pay unemployment insurance to, for or on
16 Organization's behalf, and iii) City will not provide and Organization and
17 Organization's employees are not entitled to any of the usual and customary
18 rights, benefits or privileges of City employees.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Contract

20 contemplates the personal services of Organization and Organization's employees.
21 Organization shall not delegate its duties or assign its rights hereunder, or any interest
22 herein or any portion hereof, without the prior written consent of City. Any attempted
23 assignment or delegation shall be void, and any assignee or delegate shall acquire no
24 right or interest by reason of such attempted assignment or delegation.

25 7. INDEMNITY. Organization shall indemnify and hold harmless the

26 City, its Boards, Commissions, and their officials, employees and agents (collectively in
27 this Section "City") against any and all liability, claims, demands, damage, causes of
28 action, proceedings, penalties, loss, costs and expenses (including attorney's fees, court

1 costs, and expert and witness fees) (collectively "Claims" or Individually "Claim") arising,
2 directly or indirectly, out of any negligent act or omission of Organization, its officers,
3 employees, agents, subcontractors or anyone under Organization's control (collectively
4 "Indemnitor"), breach of this Contract by Organization, misrepresentation or willful
5 misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way
6 to workers' compensation. Independent of the duty to indemnify and as a free-standing
7 duty on the part of Organization, Organization shall defend the City and shall continue
8 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.
9 Organization shall notify the City of any Claim within ten (10) days. Likewise, the City
10 shall notify Organization of any Claim, shall tender the defense of such Claim to
11 Organization, and shall assist Organization, as may be reasonably requested, in such
12 defense.

13 8. INSURANCE.

14 A. Organization shall procure and maintain at Organization's
15 expense for the duration of this Contract the following insurance and bond against
16 claims for injuries to persons or damage to property that may arise from or in
17 connection with the performance of this Contract by Organization, its agents,
18 representatives, employees, volunteers or subcontractors.

19 i. Commercial general liability insurance (equivalent in
20 scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not
21 less than One Million Dollars (\$1,000,000) per occurrence and Two Million
22 Dollars (\$2,000,000) general aggregate. Such coverage shall include but
23 not be limited to broad form contractual liability, cross liability, independent
24 contractors liability, and products and completed operations liability. The
25 City, its Boards and Commission, and their officials, employees and agents
26 shall be named as additional insureds by endorsement (on City's
27 endorsement form or on an endorsement equivalent in scope to ISO form
28 CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no

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special limitations on the scope of protection given to the City, its Boards and Commissions and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code.

iii. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

iv. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

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

vi. Blanket Honesty Bond in an amount equal to at least fifty percent (50%) of the total amount to be disbursed to Organization hereunder or Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard the proper handling of funds by employees, agents or representatives of Organization who sign as the maker of checks or drafts or in any manner authorize the disbursement or expenditure of said funds.

If delivering services to minors, seniors, or persons with disabilities, Organization's Commercial General Liability insurance shall not exclude coverage for abuse and molestation. If Organization is unable to provide abuse and molestation coverage, it can request a waiver of this coverage from the City. The City's Risk Manager will consider waiving the requirement if Organization can demonstrate to the satisfaction of the City's Risk Manager that Organization has no exposure, that the coverage is unavailable or that the coverage is unaffordable. If a request for a waiver is desired, Organization must submit a signed document on Organization's letterhead to the Director of the City's Department of Community Development, Neighborhood Services Bureau, who will forward it to the City's Risk

1 Manager, providing reasons why the insurance coverage should be waived.
2 Waivers will be considered on a case by case basis.

3 B. Any self-insurance program, self-insured retention or
4 deductible must be separately approved in writing by the City's Risk Manager or
5 his/her designee and shall protect the City, its Boards and Commissions, and their
6 officials, employees and agents in the same manner and to the same extent as
7 they would have been protected had the policy or policies not contained retention
8 or deductible provisions. Each insurance policy shall be endorsed to state that
9 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
10 days prior written notice to the City, and shall be primary and not contributing to
11 any other insurance or self-insurance maintained by the City. Organization shall
12 notify the City in writing within five (5) days after any insurance required herein has
13 been voided by the insurer or cancelled by the insured.

14 C. Organization shall require that all contractors and
15 subcontractors that Organization uses in the performance of services hereunder
16 maintain insurance in compliance with this Section unless otherwise agreed in
17 writing by the City's Risk Manager or his/her designee.

18 D. Prior to the start of performance or payment of first invoice,
19 Organization shall deliver to the City certificates of insurance and required
20 endorsements for approval as to sufficiency and form. The certificate and
21 endorsements for each insurance policy shall contain the original signature of a
22 person authorized by that insurer to bind coverage on its behalf. In addition,
23 Organization shall, within thirty (30) days prior to expiration of the insurance
24 required herein, furnish to the City certificates of insurance and endorsements
25 evidencing renewal of such insurance. The City reserves the right to require
26 complete certified copies of all policies of Organization and Organization's
27 contractors and subcontractors, at any time. Organization shall make available to
28 the City's Risk Manager or his/her designee during normal business hours all

1 books, records and other information relating to the insurance coverage required
2 herein.

3 E. Any modification or waiver of the insurance requirements
4 herein shall only be made with the approval of the City's Risk Manager or his/her
5 designee. Not more frequently than once a year, the City's Risk Manager or
6 his/her designee may require that Organization, Organization's contractors and
7 subcontractors change the amount, scope or types of coverages required herein if,
8 in his or her sole opinion, the amount, scope or types of coverages herein are not
9 adequate.

10 F. The procuring or existence of insurance shall not be
11 construed or deemed as a limitation on liability relating to Organization's
12 performance or as full performance of or compliance with the indemnification
13 provisions of this Contract.

14 9. LIMITATIONS ON RELIGIOUS ACTIVITIES.

15 A. In addition to, and not in substitution for, other terms of this
16 Contract regarding the provision of services, Organization shall not:

17 i. Represent that it is, or may be deemed to be, a
18 religious or denominational institution or organization or an organization
19 operated for religious purposes that is supervised or controlled by or in
20 connection with a religious or denominational institution or organization.

21 ii. In connection with costs of its services hereunder,
22 engage in the following conduct:

23 (a) discriminate against any employee or applicant
24 for employment on the basis of religion;

25 (b) discriminate against any person seeking housing
26 or related supportive services only on the basis of religion or limit
27 such services or give preference to persons on the basis of religion;

28 (c) provide religious instruction or counseling,

1 conduct religious worship or services, engage in religious
2 proselytizing, or exert other religious influence in the provision of
3 services or the use of facilities and furnishings;

4 iii. The portion of the facility used for housing or
5 supportive services only assisted in whole or in part under this Contract or
6 in which services are provided that are assisted under this Contract shall
7 contain no sectarian religious symbols or decorations.

8 B. Organization shall provide human or social services to
9 homeless individuals with assistance in obtaining:

10 i. Appropriate supportive services, including transitional
11 housing, permanent housing, physical health treatment, mental health
12 treatment, counseling, supervision and other services essential for
13 achieving independent living; and

14 ii. Other federal, state and local private assistance
15 available for such individuals, including mainstream resources.

16 10. NOTICES. All notices required hereunder shall be in writing and
17 personally served or deposited in the U.S. Postal Service, certified mail, return receipt
18 requested, to City at 2525 Grand Avenue, Long Beach, California 90815, Attn: Homeless
19 Services Officer, and to Organization at the address first stated herein. Notice shall be
20 deemed given on the date personal service is obtained or the date of the signature on the
21 return receipt, whichever first occurs. Notice of change of address shall be given in the
22 same manner as stated herein for other notices.

23 11. POWERS OF THE CITY MANAGER. The City Manager or designee
24 is authorized to administer this Contract and all related matters, and any decision of the
25 City Manager or designee in connection herewith shall be final.

26 12. TERMINATION. Organization shall have the right to terminate this
27 Contract at any time for any reason by giving thirty (30) days' prior notice of termination to
28 City, and City shall have the right to terminate all or any part of this Contract at any time

1 for any reason or no reason by giving five (5) days' prior notice to Organization. If either
2 party terminates this Contract, all funds held by the Organization under this Contract
3 which have not been spent on the date of termination shall be returned to City.

4 13. ENTIRE AGREEMENT. This Contract, including all exhibits and
5 attachments hereto, constitutes the entire understanding of the parties and supersedes
6 all other agreements, oral or written, with respect to the subject matter herein. This
7 Contract shall not be amended, nor any provision or breach hereof waived, except in
8 writing by the parties that expressly refers to this Contract.

9 14. WAIVER. The acceptance of any service or payment of any money
10 by the City shall not operate as a waiver of any provision of this Contract, or of any right
11 to damages or indemnity stated herein. The waiver of any breach of this Contract shall
12 not constitute a waiver of any other or subsequent breach of this Contract.

13 15. LAW. This Contract shall be governed by and construed pursuant to
14 the laws of the State of California, without regard to conflicts of law principles.

15 16. AMBIGUITY. In the event of any conflict or ambiguity between this
16 Contract and one or more attachments, the provisions of this Contract shall govern.

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

MENTAL HEALTH AMERICA OF LOS ANGELES, a nonprofit California corporation

April 1st, 2015

By David A. Pilon
Name David A. Pilon
Title President and CEO

_____, 2015

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal corporation

April 21, 2015

By T. Bell EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
City Manager

"City" Assistant City Manager

This Contract is approved as to form on 4/7, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

**City of Long Beach
Mayor's Fund for the Homeless
Scope of Work and Budget**

Agency: Mental Health America of Los Angeles CLB Contract: _____

Program Objective: Mayor's Fund allocation of \$18,000 to provide relocation assistance for homeless clients seeking to be reconnected with their home town social support networks

Service Activities	Total Amount Funded
1. Travel/Transportation Costs, including, but not limited to, bus passes/tickets, train tickets, and airplane tickets	\$18,000
TOTAL CITY OF LONG BEACH CONTRACT	\$18,000

Initial Here: PCA
Authorized Agency Official