Robert E. Shannon
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CONTRACT FOR SUPPORTIVE HOUSING

29765

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 ATLANTIC RECOVERY SERVICES, a nonprofit California corporation, with offices located at 944 Pacific Avenue, Long Beach, California 90813 ("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 October 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 include announced and unannounced site visits during the term of the Contract. If

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: Richard M. Ciampa, President & CEO

9/18/06

[redacted]

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:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Agreement Number:_____ Contract Agency:_____

Name and Title of Authorized Representative: Richard M. Ciampa, President/CEO

Signature 9/8/06 Date

ATTACHMENT F