

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated November 1, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Harbor Interfaith Services, Inc., a California non-profit corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City entered into agreement ("County Grant Agreement") with County of Los Angeles titled, "City Planning Grant – Year 2 Implementation of Cities Homelessness Plans" (Contract Number AO-19-630) that awards City grant funding to provide homelessness services in the cities of Manhattan Beach, Hermosa Beach, and Redondo Beach.

B. The Cities of Manhattan Beach, Hermosa Beach, and Redondo Beach will receive services associated with the County Grant Agreement. While this effort is a regional effort across the South Bay Beach Cities, the City of Manhattan Beach functions as the lead City contractor to administer the South Bay Beach Cities Homelessness Project.

C. City issued Request for Proposals No. 1216-20 on August 21, 2019, titled "South Bay Beach Cities Homelessness Project". Contractor submitted a proposal dated September 9, 2019 in response to the RFP.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the homeless coordination, training and case management services described in the Scope of Services (the "Services") attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Approved for Use 4/12/19

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Tahia Hayslet, Executive Director/CEO (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through March 1, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$324,053 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement. Such expenditures shall be reimbursed at the rates and in the not-to-exceed amounts set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or

unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify County of Los Angeles, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall

reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City and County harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

4) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as set forth below and shall name the City and County and its Agents as certificate holders.:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers and the County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City and County. Any insurance or self-insurance

maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, and County and its Agents shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City and County.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City and County. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City and County via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City and County under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: George Gabriel
City of Manhattan Beach

If to Contractor:

Attn: Tahia Hayslet
Harbor Interfaith Services, Inc.

1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310-802-5054
Email: ggabriel@citymb.info

670 W. 9th Street
San Pedro, CA 90731
Telephone: (310) 831-0603 ext. 223
email: thayslet@harborinterfaith.org

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed

to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except

those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

Harbor Interfaith Services, Inc.
a [a California non-profit corporation]

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Tahia Hayslet
Title: Executive Director/CEO

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A SCOPE OF SERVICES

Through the City Homelessness Plan Implementation Grant provided by the County of Los Angeles, the South Bay Beach Cities Homelessness Program have retained a qualified homeless service provider to staff a full-time homeless City Coordinator/Liaison and two full-time case managers to assist homeless individuals and families in the beach cities community.

The Cities of Manhattan Beach, Hermosa Beach, and Redondo Beach (referred to as “Beach City Leadership) will receive services associated with this agreement. While this effort is a regional effort across the South Bay Beach Cities, the City of Manhattan Beach functions as the lead City contractor to administer the South Bay Beach Cities Homelessness Project.

The Contractor for the South Bay Beach Cities Homelessness Project will help develop the homelessness leadership and infrastructure within each city, along with its response to those experiencing homelessness. The contracted Homelessness Coordinator/City Liaison will oversee two full-time case managers.

Contractor will provide a Homeless Coordinator/City Liaison to leverage the cities’ fiscal and administrative resources to systematize, coordinate and help oversee multi-sectoral homeless efforts to enhance and expand regional access to services. Working in strong coordination with the Beach City Leadership, the Homeless Coordinator/City Liaison will help develop and implement internal city-level homelessness response protocols and Beach City Regional response; tailor training material and lead training sessions with staff; and plan and hold the Annual Homelessness Stakeholder Roundtables

Contractor will provide two Homeless Case Managers assist homeless individuals and families by completing the CES Assessment; maintain case notes in Los Angeles Homeless Services Authority’s (LAHSA) Homeless Management Information System (HMIS); get participants “document ready”; and make successful referrals to interim housing, treatment centers, and permanent housing. Over the 16-month contract, at least 200 Beach Cities’ homeless residents will receive case management and will be documented per LAHSA’s standards. Out of that number, at least 24 will be referred to Interim Housing, 32 clients will be referred to CES and other permanent housing components (e.g. Rapid Re-Housing, Permanent Supportive Housing), and at least 50 will be referred to treatment programs. These targets are consistent with LAHSA’s performance outcomes.

Contractor will utilize the Coordinated Entry System and get participants “document ready.” They will complete the necessary formal documentation to refer participants into treatment programs, interim housing, and permanent housing program components that are appropriate for their unique situation. Once accepted, the contractor providing the service is responsible for a specific set of activities; included in this for permanent housing programs is increasing a participant’s income, assisting with finding an apartment and helping with landlord engagement, all move-in costs and other client aid including rental subsidies, and finally, providing “wrap-around” retention services using critical time intervention techniques.

County of Los Angeles Acknowledgement

Harbor Interfaith acknowledges receiving a copy of the Homelessness Implementation Grant Agreement (AO-19-630) between the City of Manhattan Beach and County of Los Angeles. Harbor Interfaith Services shall comply with all applicable subcontractor requirements of the agreement included but not limited to: Exhibit C (EEO Certification), Exhibit F (Contractor Acknowledgement and Confidentiality Agreement), Exhibit G (Employee Jury Service), Exhibit H (Safely Surrendered Baby Law), Exhibit I (Compliance with Fair Change Employment Hiring Practices Certification, and indemnification clauses.

The contractor shall provide the following services. The Target Outcomes are based on a March 1, 2021 contract termination date. The contractor will have 45 days to fully staff these positions, if new staff is required to fulfill the outcomes of the contract.

Activities	Metrics	Target Outcomes
1. <u>Meeting Participation</u> Contracted City Homeless Coordinator/Liaison shall attend these meetings: a. Monthly Beach Cities Management, to review target outcomes to date (chairs it)	1. Beach Cities Management Meeting Agenda, Action Item List/Status	16 Agendas and Action Item Lists

<p>b. Monthly Case Conferencing meetings to discuss Beach Cities homeless participants</p> <p>c. Bi-monthly South Bay Cities Council of Governments Homeless Services Task Force</p>		
<p>2. <u>Monthly Status Reporting</u> Contracted City Homeless Coordinator/Liaison shall provide monthly status reports on participant engagement</p>	<p>1. Performance outcomes, broken out by city and type of services referred to for the preceding month and cumulative since contract start including:</p> <ul style="list-style-type: none"> a. Number of people case managed, including their VI-SPDAT "acuity score." These are unduplicated from any other programs in which the contractor is engaged in that may have geographic overlap with the Beach Cities jurisdictions. b. Summary of outreach interactions made with those living unsheltered. c. Number of people referred to and attained (i.e., were accepted into) interim housing programs. d. Number of people attaining long term stable housing. 	<p>16 Monthly Performance Reports</p>

	<p>This includes prevention, diversion/problem solving, permanent housing (e.g., rapid re-housing, supportive housing), or transitional programs.</p> <p>e. Additional number of people in the housing pipeline, that is, who have been accepted into a permanent housing program (e.g., “matched” and accepted into a rapid re-housing or supportive housing resource), and are looking for an appropriate dwelling.</p>	
<p>3. <u>Beach City Regional Response Support</u> Beach City Leadership and Contracted City Homeless Coordinator/Liaison shall develop Beach Cities regional response to homelessness</p>	<p>1. Beach Cities Regional Response report, including (a) role of key city departments/leads, departments in the regional context; (b) Protocol for persons experiencing homelessness in multiple jurisdictions; (c) Homelessness services available, contact information.</p>	<p>1 report</p>
<p>4. <u>City Staff Training</u> Contracted City Homeless Coordinator/Liaison with the Beach City Leadership shall:</p>	<p>1. Adaptive Homelessness Overview and Training Briefing for employees whose job brings them in more frequent contact</p>	<p>1 Set of Adaptive Homelessness Overview and Training Materials</p>

<p>a. Tailor County and other homelessness curriculum/overviews to reflect homelessness in the Beach Cities</p> <p>b. Refer to other training programs, such as First Responder, Mental Health Aid First, LAHSA Training Academy (Los Angeles County Homeless Initiative Office will assist in providing training materials that can then be adapted to reflect homelessness in the Beach Cities).</p>	<p>with those experiencing homeless.</p> <p>2. Adaptive Homeless Overview and Training Briefing for the remaining city staff.</p> <p>3. Assist with staff training</p>	<p>for Frequent Contact staff</p> <p>1 set of Adaptive Homeless Overview and Training Materials for remaining Staff</p> <p>Train staff interacting with homelessness persons</p>
<p>5. <u>Annual Homelessness Stakeholder Roundtable Coordination</u></p> <p>Contracted City Homeless Coordinator/Liaison shall plan and convene local stakeholder Roundtable with the assistance of Beach City Leadership, including service providers and partner agencies.</p>	<p>1. Agenda and Presentations on (minimum topics): (a) current state of city and regional homeless issues; (b) city and regional activities and resources toward combating homelessness; (c) Beach Cities contract status and outcomes (d) opportunities for coordination and streamlined services across stakeholder groups and service providers.</p>	<p>1 Annual Homelessness Stakeholder Roundtable for Redondo Beach</p> <p>1 Combined Annual Homelessness Stakeholder Roundtable for Manhattan Beach and Hermosa Beach</p>
<p>6. <u>Strengthening City Stakeholders</u></p>	<p>1. Stakeholder Meetings</p>	<p>50% of Stakeholder meetings held</p>

Contracted City Homeless Coordinator/Liaison shall connect with city stakeholders (list provided by Beach City Leadership) to (a) inform them about services available and how to refer to them; (b) align stakeholder-provided services with the City's homeless efforts.		
7. <u>Outreach and Assessment</u> Contracted Homeless Case Worker shall establish relationships with those experiencing homelessness in the Beach Cities. Work closely with law enforcement to identify and locate them.	<ol style="list-style-type: none"> 1. Complete applicable CES Assessment (i.e., CES Individuals, CES Family, CES Youth) containing the VI-SPDAT with unduplicated participants not already in another SPA 8 program 2. Maintain participant information in LAHSA's Clarity HMIS and hardcopy case files per LAHSA CES program standards 	<p>200 Completed CES Assessments</p> <p>100% LAHSA Clarity HMIS and hardcopy case file compliant</p>
8. <u>Document Ready, DPSS Benefits Enrollment</u> Contracted Homeless Case Manager shall assist the participant get the documentation required to be referred into stable housing, and shall help enroll them in eligible Department of Public	<ol style="list-style-type: none"> 1. Secure these documents: <ol style="list-style-type: none"> a. California Identification b. Social Security Card c. Verification of Income d. Verification of Homelessness 2. Assist with enrollment in appropriate DPSS programs (e.g., General Relief, Cal Fresh, Cal Works, etc.) 	120 participants

Social Services (DPSS) programs.		
9. <u>Successful Referrals</u> Contracted Homeless Case Manager shall make successful referrals to applicable programs (i.e., the referral is accepted by the receiving program).	1. <u>Interim Housing</u> , including: crisis or bridge housing; seasonal emergency housing; recuperative care beds 2. <u>Stable Housing</u> , including: CES-matched Rapid Re-housing; CES-matched Permanent Support Housing; SHARE housing; DHS, DMH, VA Permanent Housing; Other permanent housing programs; VA, DV, TAY Transitional Housing Programs 3. <u>Treatment Program</u> , including for: mental health; Detox and substance use; physical health care. (Note: this does not include handoffs to: generalist outreach teams, Multi-Disciplinary or Specialized Teams, MET staff.)	24 Participants successfully referred into Interim Housing 22 participants successfully referred into Stable Housing 50 participants successfully referred into Treatment Programs

EXHIBIT B
APPROVED FEE SCHEDULE

For services satisfactorily provided, City shall pay Contractor monthly fees in accordance with the following fees proposed in Contractor's Proposal submitted in response to Request for Proposals No. 1216 titled, "South Bay Beach Cities Homelessness Project" with the exception of staff administrative fees. Fee #3 outlined below has been reduced by \$397 to abide by the Homelessness Implementation Grant Agreement (AO-19-630) which states a total subcontractor agreement amount not to exceed \$324,053.

1. For Beach Cities Coordinator staff, City shall pay Contractor a flat monthly fee of \$7,031.25.
2. For Beach Cities Case Workers, City shall pay Contractor a flat monthly fee of \$10,546.88.
3. For staff administrative fees, City shall pay Contractor a flat monthly fee of \$1,381.43.
4. For reimbursable costs such as: mileage, office supplies, reproduction, technology, insurance, client incentives, motel vouchers, utilities, and postage, City shall reimburse Contractor an amount not to exceed \$20,700.
5. For optional leveraged staff time and resources associated with completing scope of services in contract, City shall not pay a flat monthly fee, but utilize resources as indicated in Contractor's fee proposal.

EXHIBIT B APPROVED FEE SCHEDULE

STAFF	Requested Amount		Optional Leveraged Amount		Subtotal		Optional Explanation
Beach Cities Coordinator	\$	# of FTE	\$	# of FTE	\$	# of FTE	
Salary	\$ 90,000.00	1	\$ 15,000.00	0.2	\$ 105,000.00	1.2	Requested amount to fully cover the salary for this position. Leveraged staff includes: Shari Weaver, Breanna Jaijairam
Tax/Benefits	\$ 22,500.00	n/a	\$ 4,350.00	n/a	\$ 26,850.00	n/a	
Subtotal	\$ 112,500.00	1	\$ 19,350.00	0.2	\$ 131,850.00	1.2	
Beach Cities Case Workers	\$	# of FTE	\$	# of FTE	\$	# of FTE	
Salary	\$ 135,000.00	2	\$ 13,125.00	0.25	\$ 148,125.00	2.25	Requested amount to fully cover the 2 FTEs. Leveraged staff includes: Lila Omara, additional HIS Staff detailed in RFP Section V:Staffing
Tax/Benefits	\$ 33,750.00	n/a	\$ 3,806.25	n/a	\$ 37,556.25	n/a	
Subtotal	\$ 168,750.00	2	\$ 16,931.25	0.25	\$ 185,681.25	2.25	
Staff Administrative Fee (8% Cap)	\$	Admin %	\$	Admin %	\$		
	\$ 22,500.00	8	\$ 2,902.50	10	\$ 25,402.50		
Staff Cost Subtotal:	\$ 303,750.00	8	\$ 39,183.75	0.45	\$ 342,933.75		
NON-STAFF SUPPLY COSTS (Briefly detail each item)	Requested Amount		Optional Leverage		Subtotal		Explanation
Mileage Reimbursement	\$ 6,300.00		\$ 1,550.00		\$ 7,850.00		Mileage x 3 FTE's (\$175/mo.)
Office Supplies	\$ 2,500.00		\$ 1,300.00		\$ 3,800.00		paper, ink, desk, chair, file cabinet, and other office supplies
Reproduction	\$ 400.00		\$ 100.00		\$ 500.00		Printing, copier rental
Technology	\$ 7,000.00		\$ 1,000.00		\$ 8,000.00		Laptops / Cell Phones & Service Plan
Other Costs	\$ 4,500.00		\$ 2,500.00		\$ 7,000.00		Insurance, client incentives, motel, utilities, postage
Subtotal	\$ 20,700.00		\$ 6,450.00		\$ 27,150.00		
GRAND TOTAL	Requested Amount		Optional Leverage		Total Program Cost		
	\$ 324,450.00		\$ 45,633.75		\$ 370,083.75		