

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PATH**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and PATH, a California nonprofit corporation ("Consultant" or "PATH").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

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GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and

against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation.

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its

sole cost and expense, to defend protect, indemnify , and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments , fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement , or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

18. Limitations Upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in

any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

35. Waiver. The waiver by the City of any breach of any term or provision of this

Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 12th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PATH,
a California nonprofit corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following duties.

1. **Staff Hours**

- a. Ensure that the Street-Based Intensive Care Manager performs services for at least twelve (12) hours per week. This shall include six (6) dedicated hours at City feeding programs, five (5) hours of street outreach, and one (1) hour of other tasks, including but not limited to, case logging, telephonic coordination, training volunteers, and distributing supplies.
- b. Ensure that the Associate Director of SPA 8 Programs, in collaboration with the Director of SPA 8 Programs, provides up to twelve (12) hours of administrative support per week.
- c. Provide case management hours, system navigation, and other support to the top ten (10) homeless individuals.
- d. Attend monthly meetings with City staff and other homelessness service providers to advance and implement homelessness strategies.

2. **Contact with People Experiencing Homelessness**

Perform seventy-five (75) unduplicated contacts with individuals experiencing homelessness within the City. Perform unlimited follow-up contacts for services and housing navigation with the original contacts experiencing homelessness in the City.

3. **Permanent Housing**

House ten (10) of the most visible individuals experiencing homelessness in the City. City staff will identify those individuals at bi-monthly City staff meetings.

4. **Interim Housing**

Connect a minimum of twenty (20) people experiencing homelessness in the City to interim housing.

5. **Community Stakeholder Meetings**

Assist the City in convening and facilitating monthly faith-based organization meetings focused on community education and mobilization around issues of homelessness. Assist City in convening and facilitating biannual faith-based organization summits.

6. **Retention of Clients Placed in Permanent Housing**

Provide ongoing support services to clients housed through this program to ensure that ninety-percent (90%) of the clients retain their housing for at least one year.

7. **Coordination with the City and Key Stakeholders**

- a. Coordinate with the City Police Department's "Quality of Life" Officer and the designated Beach Cities Health Department's Mental Health Clinicians to assist in contacts with people experiencing homelessness and those in need of mental health and associated social services.

- b. Provide weekly meal program outreach at First United Methodist Church, St. James' Catholic Church, St. Paul's Methodist Church and St. Andrews' Presbyterian Church.
- c. Participate in the City's Homeless Court Diversion Program and appear in court on a monthly basis (no more than eight (8) court appearances per month), on behalf of homeless clients receiving diversionary instructions from the Court. Monitor this collaboratively with City staff and homelessness service providers
- d. Provide monthly statements to Public Safety Officers detailing community mobilization, communications, homeless outreach and contacts.
- e. Participate in and collaborate with the South Bay Coalition and Coordinated Entry.
- f. Coordinate with law enforcement, City staff, elected officials, community members, and homelessness service providers.
- g. Provide a dedicated hotline number to field calls, concerns, and requests from City staff, elected officials, community members, and homelessness service providers as well as from people experiencing homelessness.
- h. Attend meetings, provide updates and trainings upon City's request.

8. Collaboration with Other Homelessness Service Providers

Consultant acknowledges that the services described herein are in addition to any services that the City may receive from funding and coordination with the Harbor Interfaith Coordinated Entry System, the South Bay Council of Governments, or any other agency. Consultant shall also collaborate with these organizations.

- 9. Perform any duties described in Consultant's attached proposal ("Attachment 1"), which is incorporated herein by reference; provided, that any language in Attachment 1 which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

ATTACHMENT 1
CONSULTANT'S "PROPOSAL TO ADDRESS HOMELESSNESS IN THE CITY OF REDONDO BEACH"

PATH firmly believes that the best way to end homelessness—both in the City and throughout the United States—is to directly connect people living on the streets with permanent, affordable housing linked with critical supportive services. As such, we request \$50,000 to support the implementation of a focused homeless outreach initiative in the City. The proposed effort will include a Director of SPA 8 Programs, an Associate Director of SPA 8 Programs, and a Street-Based Intensive Case Manager who will provide one 12-hour shift per week. The case manager will perform community outreach; provide supportive services; and conduct permanent housing location, placement, and retention activities within the City community. Street-based intensive case management services (ICMS) will be conducted alongside and in close relationship with the City Police Department (RBPD), identifying hot spots and top 10 individuals needing supportive services and housing within the City.

In addition to street-based intensive case management, PATH will also drive community mobilization and will create and help implement a communications strategy to get the City's faith-based community more invested and proactively involved in addressing homelessness. Community mobilization efforts will occur in collaboration with RBPD, community leaders, faith-based groups, service provider groups, and the local coordinated entry system (CES) Service Provider Area (SPA) 8 collaborative.

Organizational Information

For 37 years, PATH has worked tirelessly “to end homelessness for individuals, families, and communities.” We have more than 600 staff providing services out of 32 locations in the Counties of Los Angeles, Orange, Sacramento, San Diego, San Jose, and Santa Barbara. Our programs provide a comprehensive continuum of services designed to end all types of homelessness. All services are housing-centric, focusing on connecting program participants with appropriate housing and providing the wrap-around supportive services they need to overcome their individual barriers to long-term housing stability. All of PATH's programs are centered around the following core approaches:

- **ICMS:** PATH assembles culturally competent teams of MSW- and BA-level staff with EMT/RN training, substance use certifications, and/or lived experience to provide street-based ICMS to our neighbors on the streets. Through consistent engagement, our case managers gradually build trust and develop relationships with clients to establish PATH as a reliable resource. We partner with Los Angeles Housing Services Authority's (LAHSA) online reporting portal, la-hop, which links individuals experiencing homelessness with services in the community.

PATH also works with local institutions such as community and faith groups, operates phone hotlines, and builds our presence in public spaces (e.g., libraries, beaches, parks). Through our exclusive contract with Los Angeles County Metropolitan Transportation Authority (LA Metro) we mobilize eight multidisciplinary teams—

comprising medical and mental health providers, substance use counselors, and formerly homeless advocates—to provide services on all Metro rails, the overnight bus lines, and at Union Station.

- **Personalized Support:** Once clients have entered PATH's programs, case managers work closely with them to assess their needs and develop Individualized Service Plans (ISPs). ISPs identify a client's unique housing and health goals and outline the action steps to achieve them. Case managers help clients connect with services and navigate public and private systems to access critical resources (e.g., eligible benefits, medical homes, and government-issued identification). We follow a Housing First approach, prioritizing permanent housing followed by access to voluntary supportive services such as medical and mental healthcare, substance use services, benefits assistance, and legal aid that promote long-term stability.
- **Housing Navigation:** PATH's housing specialists assess clients' needs to determine the best housing solution for each individual (e.g., supportive housing, rapid re-housing, affordable housing), then helps them access the resources to move into a new home. To provide stability as clients work toward permanent housing, PATH offers 847 interim beds in Los Angeles, operating five sites through our partnership with Los Angeles Mayor Garcetti's "A Bridge Home" initiative. Statewide, we operate 1,100 beds.

PATH is also working to increase access to affordable housing with LeaseUp Los Angeles, a landlord engagement campaign, which LAHSA selected us as the sole entity to develop and operate. Through LeaseUp, PATH conducts outreach and forges new relationships with landlords to provide education and support in renting to our clients. The initiative helps convert available apartments to affordable housing and aims to identify 3,000 units annually. We also provide access to apartments through our housing development arm, PATH Ventures, and through dedicated housing vouchers through Section 8 and our contracts with the VA and Department of Health Services (DHS).

- **Health and Wellness:** PATH addresses our clients' existing healthcare conditions and promotes preventative healthcare through partnerships with the Los Angeles County Department of Health Services (DHS) and other healthcare providers. We work with local hospitals, including the Harbor-UCLA Medical Center, to identify individuals who are experiencing homelessness, provide services, and connect them with medical homes. With significant support from local agencies, such as Care1st Health Plan and the Department of Veterans Affairs (VA) Greater Los Angeles Healthcare System, we have had strong success in serving high utilizers of public health services.

To support these efforts, PATH has contracts with multiple healthcare providers to operate beds for medically fragile individuals and we work to connect these clients with on-site federally qualified health centers, mental healthcare, and substance use counseling.

- **Financial Stability:** PATH's employment specialists work to increase clients' income through employment and benefits in order to strengthen their stability and ensure they can afford necessities such as rent and medicine. We support clients' workforce re-entry through Individual Employment Plans (IEPs); provide job training and linkage services, resume building workshops, and job retention services; assist with benefits enrollment; and offer financial literacy education. We connect clients with hiring fairs and recruit businesses to hire our clients for living wage positions. We also provide resources that help our clients stay employed such as bus tokens, business attire, and personal care services.

Proposed Outreach Program

With the proposed funds, PATH will provide three key services: street-based ICMS in partnership with RYPD, faith-based community engagement and mobilization, and a localized communications strategy to further engage the community and media around homelessness. PATH will provide at least 12 hours/week of street-based ICMS by a trained, professional staff who has significant experience working with chronically homeless individuals in a street or other field-based setting. Additional hours of case management, system navigation, and other support for the top 10 individuals will be provided outside of this designated outreach time. The outreach staff will work under the guidance of PATH's senior director of greater Los Angeles and associate director of SPA 8 programs.

During the designated time, staff will be based out of City Police Station, and they will provide services to people experiencing homelessness in the City using street-based ICMS that integrates evidence-based practices (e.g., motivational interviewing, peer support, and harm reduction), alongside recovery principals, and kinship. Navigators will provide housing-focused support to all clients while utilizing a Critical Time Intervention (CTI) model to help them quickly reintegrate into the local community by developing independent living skills and building support networks and then tapering down services. PATH will also work to convene the City faith-based community around homelessness. Our senior director of greater Los Angeles and associate director of SPA 8 programs will engage stakeholders and facilitate meetings to address homelessness. PATH staff will partner closely with SPA 8 coordinated entry system (CES) leaders, as well as the South Bay Homeless Coalition, community stakeholders and members, and other service providers. The PATH staff dedicated to this program will provide the following services:

- **Convene Meetings with Faith-based Community to Address Homelessness:** Our staff will organize and facilitate faith-based community meetings, law enforcement, service providers, City staff, and other key stakeholders in order to organize and mobilize the community to address homelessness. Additionally, PATH will provide the oversight, training, and direction necessary to incorporate community leaders into local housing and service provider collaborative meetings and will ensure that the outreach, service, and housing placement model used in the City is consistent with accepted best practices, as well as with the approach utilized by neighboring communities.

- **Outreach Hotline:** PATH will provide a centralized contact/referral line for reports regarding people experiencing homelessness or community concerns related to homeless activity within the City. This hotline number will be provided to local stakeholders through one-on-one engagement efforts, faith-based community meetings, and via informational pamphlets/cards that will be distributed by case managers and made available through local businesses and groups.
- **Work closely with the RBPD:** The case manager will be based out of the City Police Station and will primarily be riding along with officers to identify, engage, and provide street-based ICMS to the most visible homeless individuals.
- **Assessment and Engagement.** In partnership with SPA 8 CES leaders, and with the support of the latest homeless count data, the case manager will target known homeless encampments and other “hot spots” in the City. RBPD will identify, engage, and work to permanently house the 10 most visible and vulnerable people experiencing homelessness in the City.

The navigator will also administer the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) assessments and utilize the information gathered to triage clients, provide services, and match individuals with housing that fits their needs. All assessment and engagement efforts will be coordinated with SPA 8 CES leads through regular case conference meetings. In the contract year, navigator will assist the 10 most visible people experiencing homelessness in moving into permanent housing.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall commence on May 12, 2020 and continue through May 11, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C"
COMPENSATION

Provided Consultant is not in default under this Agreement Consultant shall be compensated as provided below.

1. **AMOUNT.** Consultant shall be paid an amount \$50,000 per year during the term of this Agreement. In no event shall the total compensation paid to Consultant exceed \$100,000 during the term of this Agreement.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must list services performed, staff, and the hours worked. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that the services are completed to the City's full satisfaction.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: PATH
 340 N. Madison Ave.
 Los Angeles, CA 90004
 Attn: Jennifer Hark-Dietz, Deputy Chief Executive Officer and
 Executive Director
 Ph: (323) 644-2200

City: City of Redondo Beach
 Community Services Department
 1922 Artesia Blvd.
 Redondo Beach, CA 90278
 Attention: John La Rock

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California. Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.