

# **BLUE FOLDER ITEM**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

## **CITY COUNCIL MEETING January 12, 2021**

**N.4 DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS.**

**APPROVE AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS IN REDONDO BEACH TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS.**

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Attached is the following document:

- Administrative Report
- Agreement for Project Services Between the City of Redondo Beach and City Net



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# Administrative Report

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Council Action Date: January 12, 2021

**To: MAYOR AND CITY COUNCIL**

**From: MICHAEL W. WEBB, CITY ATTORNEY  
CHERYL PARK, ASSISTANT CITY ATTORNEY  
JOY ABAQUIN, QUALITY OF LIFE PROSECUTOR**

## **TITLE**

**APPROVE AN AGREEMENT WITH CITY NET TO CONDUCT A CENSUS COUNT OF PEOPLE EXPERIENCING HOMELESSNESS AND TO PROVIDE A HOMELESS NAVIGATOR FOR NORTH REDONDO FOR SIX MONTHS.**

## **EXECUTIVE SUMMARY**

Due to COVID-19, the point in time count of people experiencing homelessness was cancelled this year. The City Attorney's Office has prepared an agreement with City Net to conduct a census count of people experiencing homelessness in Redondo Beach. The agreement is presented for City Council consideration and possible approval.

On November 10, 2020, during the approval of temporary emergency transitional housing in Redondo Beach, the Mayor and City Council also approved a dedicated homeless provider for North Redondo. Staff is seeking direction as to whether an additional agreement should be made with City Net to provide homeless navigation services for six months.

## **BACKGROUND**

City Net is a non-profit organization that has assisted several cities in the counties of Los Angeles, Orange, Riverside and Santa Barbara. City Net's organization and mission are effective in helping individuals who have been chronically homeless for a number of years. The recommended action would provide the City a census count of people experiencing homelessness in Redondo Beach to be conducted by City Net.

Due to COVID-19, the point in time count of people experiencing homelessness in the County of Los Angeles was cancelled this year. City Net previously provided the City of Bellflower a more accurate count of the homeless population in Bellflower than the point

in time count. An accurate census would assist the City of Redondo Beach in efforts to combat homelessness.

In addition, as part of a compromise of the location for the temporary emergency transitional housing, the Mayor and City Council approved an additional housing navigator dedicated to outreach in North Redondo. It is unknown whether Harbor Interfaith is able to provide that additional housing navigator, and if so, when. City Net is prepared to provide full housing navigation services to outreach and conduct case management, housing navigation, and referrals to interim housing and partnering local programs, starting the beginning of February. Staff is seeking direction from Council of whether to return for City Council approval an agreement for such services.

**COORDINATION**

The City Attorney's Office coordinated with the Police Department, the Department of Community Services, and the City Manager's Office in connection with the preparation of this report.

**FISCAL IMPACT**

A census count is a part of the Enhanced Response to Homelessness Pilot Program. That program is fully funded by grant funds from the Innovative Grant awarded by the South Bay Cities Council of Governments. Additional funding for full housing navigation services from City Net would have to be further explored.

Submitted by:

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Michael W. Webb  
City Attorney

Attachments:  
Agreement with City Net

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND CITY NET**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and CITY NET, a California Nonprofit 501(c)(3) corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

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

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**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor 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. Contractor 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 Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor 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, Contractor 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 Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor 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 Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor 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 Contractor, 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 Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, 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". Contractor, 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 Contractor'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 Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor 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 Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor 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. Contractor acknowledges, represents and warrants that Contractor 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 Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor 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 Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor 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 Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor'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 Contractor 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. Contractor 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 Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor 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. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor 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, Contractor 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 Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor 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 Contractor 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. Contractor, 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. Contractor 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. Contractor 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. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor 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 Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor 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 Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor 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 Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor 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 Contractor 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 Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor 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 Contractor, 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, Contractor 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 Contractor 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. Contractor 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, Contractor warrants as follows: Contractor 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 Contractor, at Contractor's expense, including shipping. Contractor 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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, 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 Contractor.
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 12<sup>th</sup> day of January, 2021.

**CITY OF REDONDO BEACH**

**CITY NET**

\_\_\_\_\_  
William C. Brand, Mayor

\_\_\_\_\_  
Matt Bates, Vice President

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

City Net will partner with the City of Redondo Beach to plan, implement, and report on the status of homeless neighbors living in the city. This Homeless Census will provide critical data so that the city can make informed decisions on resource allocation and accurately gauge outreach effectiveness against a statistical baseline.

#### ACTIVITIES

- Planning and Training

City Net will work with Redondo Beach City staff and law enforcement to create survey maps of the city. Each map will be of a particular section of the city, with emphasis on known locations of unsheltered homelessness. Each map will be physically walked and/or driven in advance by City Net, with detailed notes and instructions written for the outreach teams to follow on the days of the census. City Net will also work with city staff to develop customized survey questions that, in addition to the unique identifier questions, will focus on local realities and local service priorities.

- Census Activities Unsheltered Count

City Net will complete an unsheltered homeless census over multiple days and times to capture the entire geography of the city as well as homeless neighbors that spend the day in Redondo Beach but sleep elsewhere. We will offer survey incentives to encourage survey participation. We will engage both a daytime and nighttime census activity in the expectation that multiple days and times will allow us to include anyone who might be away from their normal spot during the time of either census event. The outreaches will utilize teams that consist of City Net staff, City public safety teams (as able or as needed for safety, access, etc.), and trained volunteers depending on the need/map size.

- Sheltered Count.

City Net will work with the city to secure, through local partner shelters, a sheltered homeless count on the day(s) of the unsheltered count, recognizing that their participation in the project is voluntary, and therefore we may not be able to access all sheltered data. City Net will aggregate sheltered numbers with the unsheltered data to

the degree possible to provide the most complete possible depiction of homelessness in the city.

- Veteran Count.

City Net will prioritize the veteran sub-population in the census. Additional questions will be added to the survey in order to provide specific resources to this particular population.

- Data Entry and Database Management.

City Net will use GIS technology to complete the census electronically and collected data will be housed securely in an online database. City Net will maintain the data on behalf of the City and will provide the City with aggregate data. Using data security practices consistent with HMIS, individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at participating agencies. In order to participate in the HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings on the importance of client privacy.

- Final Reporting.

After the census is finished, City Net will deliver a final report within five weeks. City Net will solicit input from city stakeholders to ensure that desired data is captured and reflected in the report. City Net will analyze the data and report out findings in a meeting of city stakeholders on analysis of the data, recommendations, and next steps for the City to consider.



## PROJECT

City Net will partner with the city of Redondo Beach to plan, implement, and report on the status of homeless neighbors living in the city. This Homeless Census<sup>1</sup> will provide critical data so that the city can make informed decisions on resource allocation.

## ACTIVITIES

- **Planning and Training**

City Net will work with Redondo Beach City staff and law enforcement to create survey maps of the city. Each map will be of a particular section of the city, with emphasis on known locations of unsheltered homelessness. Each map will be physically walked and/or driven in advance by City Net.

City Net will also work with city staff to develop customized survey questions that, in addition to the unique identifier questions, will focus on local realities and local service priorities.

- **Census Activities**

*Unsheltered Count*

City Net will complete an unsheltered homeless census over multiple days and times to capture the entire geography of the city as well as homeless neighbors that spend the day in Redondo Beach but sleep elsewhere. We will offer survey incentives to encourage survey participation. We will engage both a daytime and nighttime census activity in the expectation that multiple days and times will allow us to include anyone who might be away from their normal spot during the

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<sup>1</sup> We propose a “census”, which we are differentiating from other related activities using the following definitions:

1. A “point-in-time count” is an enumeration of unsheltered and sheltered homeless neighbors in a city. It yields a number and limited demographic data of the total homeless population.
2. A “survey” takes a statistically representative sample of the homeless population and projects estimates of the total population based on the findings of the smaller sample population.
3. A “census” collects information on every member of the population. It yields a number, and, in this proposed case, demographic, housing, social, economic and other information on the total homeless population.



**Redondo Beach  
Homeless Census Proposal  
Spring 2021**

time of either census event. The outreaches will utilize teams that consist of City Net staff, City public safety teams (as able or as needed for safety, access, etc.), and trained volunteers depending on the need/map size.

*Sheltered Count*

City Net will work with the city to secure, through local partner shelters, a sheltered homeless count on the day(s) of the unsheltered count, recognizing that their participation in the project is voluntary, and therefore we may not be able to access all sheltered data. We will aggregate sheltered numbers with the unsheltered data to the degree possible to provide the most complete possible depiction of homelessness in the city.

*Veteran Count*

City Net will prioritize the veteran sub-population in the census. Additional questions will be added to the survey in order to provide specific resources to this particular population.

- **Data Entry and Database Management**

City Net will use GIS technology to complete the census electronically and collected data will be housed securely in an online database. City Net will maintain the data on behalf of the City and will provide the City with aggregate data. Using data security practices consistent with HMIS, individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at participating agencies. In order to participate in the HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings on the importance of client privacy.

- **Final Reporting**

After the census is finished, City Net will deliver a final report within five weeks. We will solicit input from city stakeholders to ensure that desired data is captured and reflected in the report. City Net will analyze the data and report out findings in a meeting of city stakeholders on analysis of the data, recommendations, and next steps for the city to consider.



City Net

**Redondo Beach  
Homeless Census Proposal  
Spring 2021**

Redondo Beach  
Homeless Census  
Proposed Budget

<b>Redondo Beach Census Winter/Spring 2021</b>					
<b>Labor</b>					
<b>Title/Role</b>	<b>Description</b>	<b>Hourly rate w/ benefits</b>	<b># staff</b>	<b>Hrs/ person</b>	<b>TOTAL</b>
Mapping Staff	Project supervision, GIS mapping, reporting	\$30.00	4	56	\$6,720
Outreach and Engagement	2 six hour shifts at 1.5 OT rate	\$39.00	15	12	\$7,020
Executive leadership	Project oversight, quality control, communications, problem solving	\$75.00	3	22	\$4,950
Finance and billing	Payroll, billing	\$39.12	1	12	\$469
Human resources	Staff recruiting, hiring, training, disputes	\$28.00	1	12	\$336
Operations	Daily business activities	\$26.00	1	12	\$312
<b>Labor Subtotal:</b>					<b>\$19,807</b>
<b>Operations and Program Expenses</b>					
<b>Item</b>	<b>Description</b>	<b>TOTAL</b>			
Client Services	Client/staff transport: vehicle lease, gas, insurance, maintenance	\$1,200			
Client Services	\$5 Gift Card incentives for client participation	\$2,000			
Materials and Supplies	Printing/binding costs for report production	\$1,100			
Materials and Supplies	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face shields, proximity suits, trash bags, etc.) with replacements	\$400			
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.	\$0			
Materials and Supplies	IT support and ARC GIS client management software licenses	\$400			
Materials and Supplies	Financial audit	\$89			
Materials and Supplies	Liability Insurance	\$750			
<b>Operations and Program Expenses Subtotal:</b>					<b>\$5,939</b>
<b>Administration</b>					
<b>Category</b>	<b>Description</b>	<b>TOTAL</b>			
Indirect Costs	At 10%: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, insurance, legal, staff development, contingencies, etc.)	\$2,575			
<b>Administration subtotal:</b>					<b>\$2,575</b>
<b>Project TOTAL</b>					<b>\$28,321</b>
City Net requests that 50% of the total cost be issued once the contract is initiated. The final payment of the remaining balance will be due upon completion of the final report and the stakeholder presentation.					

Redondo Beach  
Homeless Census  
Winter/Spring 2021  
Summary Budget

<b>Redondo Beach Census Winter/Spring 2021 Summary Budget</b>
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<b>Labor</b>	
Direct labor on project, including GIS mapping, survey development, community outreach, census data gathering, data analysis, aggregation and deduplication, report development and writing, graphic arts and display, project management and oversight, quality control, communications, finance and billing, human resources, and operations.	
<b>Labor Subtotal:</b>	<b>\$19,807</b>

<b>Client Services</b>	
Staff transport vehicle, and client gift card incentives for c8ensus participation.	
<b>Client Services Subtotal:</b>	<b>\$3,200</b>

<b>Operations</b>	
Report printing, binding and production, project equipment (phones, computers, uniforms, Personal Protective Equipment (PPE), etc.), materials and supplies (copies, forms, office supplies, etc.), IT support, financial audit, liability insurance etc.	
<b>Operations Subtotal:</b>	<b>\$2,739</b>

<b>Administration</b>	
Indirect costs including general expenses incurred by City Net but not directly borne by the project (utilities, taxes, insurance, legal, staff development, contingencies, etc.)	
<b>Administration subtotal:</b>	<b>\$2,575</b>

<b>Project TOTAL</b>	<b>\$28,321</b>
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## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence January 12, 2021 and expire July 11, 2021 ("Term"), unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** Not to exceed amount of \$28,321, as detailed in the pricing matrix attached hereto and incorporated herein.
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Monthly in arrears.
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor  
City Net  
Matt Bates, Vice President  
4508 Atlantic Avenue, Suite 292  
Long Beach, CA 90807

City  
City of Redondo Beach  
Michael W. Webb, City Attorney  
415 Diamond Street  
Redondo Beach, CA 90277

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 CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor 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 Contractor, 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

Contractor 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 Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 Contractor.

For any claims related to this project, the Contractor'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 Contractor'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 Contractor'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

Contractor 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

Contractor 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

Contractor 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.