

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of _____ (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Subcontract"), is entered into between People Assisting the Homeless (PATH) ("Contractor") and South Bay Cities Council of Governments ("Subcontractor").

RECITALS

WHEREAS, on _____, The County of Los Angeles (the Agency) entered into a Contract for implementation of the South Bay Cities Council of Governments Homeless Assistance Program ("Prime Agreement") with PATH (Contractor) for twelve months from _____ - _____.

WHEREAS, Contractor desires to engage Subcontractor for the purpose of providing, and Subcontractor desires to perform community engagement, city coordination, reporting on progress to stakeholders, and related services generally described in the specifications/ of services per the Prime Agreement's Scope of Services attached hereto as Exhibit 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor agree as follows:

1. Term of Subcontract. This Subcontract is effective _____ through _____. This Subcontract is renewable as long as the terms are being met by the Subcontractor and the terms of the Prime Agreement are extended by the Contractor. Should either the Contractor or the Subcontractor decide to terminate this agreement for reasons other than non-renewal of the Prime Agreement, either party shall accord the other with no less than 60 days advance written notice to ensure continued fulfillment of the Prime Agreement.
2. Scope of Services. Subcontractor shall provide the Services described in Exhibit 1.

The Subcontractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The Subcontractor has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that Subcontractor hires to perform or assist in performing the Services hereunder.

The Contractor shall be the general administrator and coordinator of Subcontractor services and shall facilitate the exchange of information among the other independent Subcontractors engaged by the Contractor and with the Agency as necessary for the coordination of their services

3. Contractor's Liability. Subcontractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Contractor, the Agency, and all officers, employees, members,

council members and agents of associated public agencies (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Subcontractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Subcontractor, all obligations of the Prime Agreement, or out of the operations conducted by Subcontractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

4. Insurance. Subcontractor shall not commence work until Subcontractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Contractor. Subcontractor agrees to the following:
 - a. Subcontractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, subject to an annual aggregate of \$2,000,000, insuring against all liability of the Contractor, the Subcontractor, its subcontractors and its authorized representatives, arising out of or in connection with the Subcontractor's performance of work under this Agreement. The policy shall expressly provide that all defense costs shall be outside the limits of the policy. There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.
 - b. Subcontractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Contractor during the full term of this Agreement, providing a minimum of \$1,000,000 of employers' liability coverage.
 - c. Subcontractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").
 - d. All insurance required to be purchased and maintained by the Subcontractor shall name the Contractor, the Agency, their elected and appointed officials, officers, agents, employees and representatives as additional insureds and shall contain cross-liability endorsements.
 - e. For any claims arising out of or in connection with Subcontractor's performance under this Agreement, the insurance required to be purchased and maintained by the Subcontractor shall be primary and non-contributory to any insurance carried by the Contractor, or the Agency.

- f. The Subcontractor shall furnish to the Contractor Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Contractor in the event of cancellation, reduction or nonrenewal of the insurance.
 - g. All insurance required to be purchased and maintained by the Subcontractor shall be endorsed with a waiver of subrogation. Subcontractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Contractor, the Agency, and their employees and agents for losses paid by Subcontractor's insurers that arise out of or in connection with Subcontractor's performance under this Agreement.
5. Contact Information. All notices to Contractor or Subcontractor pursuant to this Subcontract or the Prime Agreement shall be transmitted to the following contacts.

Subcontractor: South Bay Cities Council of Governments

Contractor: PATH

With a copy to the following for any invoicing or billing matters:

Meredith Berkson
340 North Madison
Avenue
Los Angeles, CA 90004

Sandy Oluwek
340 North Madison Avenue
Los Angeles, CA 90004

(p): 323-644-2282
meredithb@epath.org

(p): 323-644-2208
sandyo@epath.org

- 6. Professionalism. All work shall be done in a professional manner and in accordance with standard industry practices.
- 7. Compliance with Law. In performance of the Services, the Subcontractor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
- 8. Licensing. Subcontractor shall maintain all necessary licenses and/or certifications to perform the services contemplated by this Subcontract.
- 9. Ethics. Subcontractor shall conduct its business affairs ethically and with integrity and using acceptable business practices. Client confidentiality (including those mandated by HIPAA) will be safeguarded.

10. Non-discrimination. Subcontractor shall not discriminate on the basis of race, color, national origin, religion, disability, marital status, sex, sexual orientation or other prohibited grounds in the performance of this contract.
11. No Employer-Employee Relationship. The parties to this Subcontract acknowledge that the relationship is that of prime Contractor and independent Subcontractor. Consistent with the foregoing, Contractor shall not deduct withholding taxes, RCA, or any other taxes required to be deducted by an employer. Subcontractor is expected to pay its employees, apprenticeship program fees and all related applicable taxes, workers' compensation, etc., in accordance with state and federal guidelines.
12. Conflict of Interest. The existence of this Subcontract shall not restrict Subcontractor's right to engage in other consulting and business activities as long as no conflict of interest exists. Likewise, Subcontractor and its employees shall not share or disclose proprietary information that they learn about Contractor, the Agency or any program participants while fulfilling this Subcontract.
13. Payment Schedule and Invoicing. Payment for services under this Subcontract shall be made directly to Subcontractor by Contractor. However, Contractor shall have no obligation to pay Subcontractor unless and until Contractor is reimbursed for such services by Agency. Further, Contractor shall have no obligation to reimburse Subcontractor for any costs incurred on behalf of individuals who Contractor determines to be ineligible for the services contemplated by this agreement. Contractor shall pay Subcontractor based upon the services rendered and in accordance with the proposed budget attached as Exhibit 3 to this Subcontract. In no event shall reimbursement exceed the amounts set forth on Exhibit 3 for the periods identified thereon. Payment by Contractor to Subcontractor shall be based upon the same monthly billing cycle that Contractor has with Agency and shall be made within five (5) business days after Contractor's receipt of reimbursement from Agency for such services. As a condition to payment hereunder, Subcontractor shall submit each of the following items to Contractor by the 10th calendar day of the month immediately following the month in which services were rendered:
 - a. Invoice separately itemizing all budget line items on a format approved by Agency
 - b. Monthly program report provided in Exhibit 4
 - c. Such other items requested by Contractor or Agency from time-to-time
14. Performance Measures. Subcontractor will provide written monthly reports to Contractor at the time of invoicing. Such report shall be substantially in the form attached as Exhibit 4 to this Subcontract and include the items referenced therein or such other items requested by Agency or Contractor from time to time. Invoices shall not be paid until program report is furnished and verified by Contractor. These program reports are subject to audit by either Contractor or the Agency.

15. Interns and Apprentices. Subcontractor must ensure that all of its interns and apprentices providing services under this Subcontract have proper orientation, training and supervision to perform their prescribed duties for the program, and meet all of the requirements and conditions of any employee of Subcontractor providing services under this Subcontract.
16. Agency as Third Party Beneficiary. Contractor and Subcontractor acknowledge that this Subcontract is entered into for the benefit of Agency and that Agency is expressly made a third party beneficiary of this Subcontract. Accordingly, at any time and from time to time, Agency may compel Contractor to enforce against Subcontractor and on Agency's behalf, any and all rights and remedies Contractor may have with respect to Subcontractor's breach of this Subcontract.
17. Representations and Warranties. Each of Subcontractor and Contractor represents and warrants to the other party (and to Agency as a third party beneficiary under this Subcontract) that this Subcontract has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Subcontract and to perform its respective obligations under this Subcontract. Each party additionally represents and warrants to the other party (and to Agency as third party beneficiary under this Subcontract) that this Subcontract constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
18. Ownership of Documents. All documents prepared by Subcontractor pursuant to this Agreement, whether completed or in progress, are the property of the Agency. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Subcontractor.
19. Change Orders and Amendments. Except to the extent expressly provided in this Subcontract, no change order, amendment, modification, termination, or waiver of any provision of this Subcontract (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Contractor and Subcontractor, and acknowledged by Agency.
20. Assignment. Neither party may assign its rights and obligations under this Subcontract (including the exhibits attached hereto) without the prior written consent of the other party and prior written acknowledgment of Agency.
21. Entire Agreement. This Subcontract and any and all exhibits, schedules, attachments, and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between parties and with Agency and supersedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Subcontract.
22. Governing Law. This Subcontract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within that State.

[Signatures on Next Page]

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Subcontract to be executed as of the day and year first above written.

CONTRACTOR

By: _____
Joel John Roberts
Chief Executive Officer, PATH

SUBCONTRACTOR

By: _____
Jim Gazeley, Chair
South Bay Cities Council of Governments

**Exhibit 1
Budget**

Regional coordination and city mobilization **\$25,000**

**Exhibit 2
Scope of Work**

Subcontractor will be responsible for the following:

1. Convening meetings no less than quarterly of the cities in the South Bay Council of Governments and the PATH team for updates and feedback on the project
 - a. Form a committee for elected officials of COG cities
 - b. Form a committee for city staff and service providers to discuss the issues in more detail
 - c. Provide regular updates to the SBCCOG Board of Directors and City Managers and other SBCCOG Committees.
2. Coordinate and seek responses to comments and city concerns re: how the program is going
3. Participate in lessons learned and review in mid-way and in the 9th month of services
4. Stay aware of homeless issues within the county by attending pertinent meetings and reviewing reports