

**AGREEMENT FOR HOMELESSNESS COORDINATION SERVICES BETWEEN
THE CITY OF HAWTHORNE AND ST. MARGARET'S CENTER/CATHOLIC
CHARITIES
OF LOS ANGELES, INC.**

This Professional Services Agreement for Homeless Coordination Services ("Agreement") is dated and effective as of September 25, 2024 (the "Effective Date"), and between the City of Hawthorne, a California ' municipal corporation ("City") and St. Margaret's Center, a Program of Catholic Charities of Los Angeles, Inc. ("Subcontractor").

RECITALS

- A. The City of Hawthorne ("City") Council approved \$115,000 in funding to provide more access to intervention and emergency resources to people experiencing homelessness.
- B. The City has determined that it requires the services of Subcontractor to assist City in the development and execution of the Homelessness Plan
- C. Subcontractor represents that it has the experience, staff and capability to provide the Services necessary to assist City in the development and execution of the Homelessness Plan. The parties therefore agree as follows:

1. TERM.

The terms of this Agreement shall commence on the Effective Date and expire in twelve (12) months, or on June 30, 2025, whichever is sooner, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES.

Subcontractor shall perform the Services, as assisting current Homeless Services Supervisor with outreach and provide more access to intervention and emergency resources to people experiencing homelessness.

3. PERFORMANCE.

Subcontractor shall at all times faithfully, competently and to the best of its ability, experience and talent, provide the Services described in agreement. Subcontractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Subcontractor under this Agreement in meeting its obligations under this Agreement.

4. PAYMENT.

- A. Compensation. City shall pay Subcontractor the total sum of One Hundred and Fifteen Thousand Dollars (\$115,000) (the "maximum compensation"),
- B. Reimbursable Charges. Reimbursable charges under this Agreement include compensation and benefits of a 1 FTE for Homeless Service Staff person, up to 30% program costs—including mileage, supportive services, contingency, and supervision costs—and up to 15% administrative overhead expenses.
- C. Method of Payment. Not later than the fifteenth (15)-calendar day of each month, Subcontractor shall submit to City invoices for actual reimbursable charges pursuant to this Agreement during the prior month. The invoices shall describe in detail the reimbursable charges and the rates charged during each period. City shall make payment within thirty (30) calendar days of receipt of each invoice as to all non-disputed fees. City shall not withhold federal payroll, state payroll and other its taxes, or

other similar deductions from each payment made to Subcontractor. If City disputes an amount in an invoice, City shall give written notice of the dispute to Subcontractor within thirty (30) calendar days of City's receipt of the invoice.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE.

- A. The City or the Subcontractor may at any time, for any reason, with or without cause, terminate this Agreement by serving upon either party at least thirty (30) calendar days' prior written notice. Upon receipt of notice of termination, Subcontractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice, unless the notice provides otherwise.
- B. In the event this Agreement is terminated pursuant to this Section 5, City shall pay to Subcontractor the actual value of the Services satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section 5, Subcontractor shall submit an invoice to the City pursuant to Section 4. In no event shall Subcontractor be entitled to receive more than the maximum compensation set forth in Section 4.A. of this Agreement that would be paid to Subcontractor for the full performance of the services required by this agreement. Neither party shall have any other claim against the other party by reason of such termination.

6. OWNERSHIP OF DOCUMENTS.

- A. Subcontractor shall maintain complete and accurate records with respect to costs, expenses, and other such information as the City has reasonably required by written notice to Subcontractor that relate to Subcontractor's performance of services under the Agreement. Subcontractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. Subcontractor shall provide free access to representatives of City, or its designees, at reasonable times to such books and records shall permit City to make transcripts therefrom as necessary and shall allow inspection of all work, data, documents, proceedings, and activities as required by the Grant Agreement...
- B. Upon the expiration or termination of this Agreement, all original documents, designs, drawings, maps, models, and computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become City's sole property and may be used, reused or otherwise disposed of by City without Subcontractor's permission. Subcontractor shall return same promptly to City no later than forty-five (45) calendar days following notice to Subcontractor.

7. INDEMNIFICATION.

- A. Identify for Professional Services. In connection with Subcontractor's performance of professional services, Subcontractor shall hold harmless and indemnify City, its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, (collectively, "Indemnitees"), from and against any claim, demand, damage. Liability, loss, cost, expense, cause of action, proceedings, judgements, penalties, liens, and losses of any nature whatsoever, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), including death or injury to any person and injury to any property, arising out of, pertaining to, or relating to, in whole or in part, the gross negligence or willful misconduct of Subcontractor, its officers, employees, subcontractors, or agents in the performance of its professional services under this Agreement. Subcontractor shall reimburse city its cost of defense of claims, including reasonable attorneys' fees, expert fees and all other costs and fee obligation. Subcontractor's liability to City for City's costs of defense of claims shall not exceed the greater of Subcontractor's proportionate percentage of fault or the amount paid to Subcontractor under this Agreement.
- B. The terms of this Section 7. shall survive the expiration or termination of the Agreement.

8. INSURANCE REQUIREMENTS.

Subcontractor 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 Subcontractor, its agents, representatives or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Form No. CG00011185 or 88
- 2) Insurance Services Office Business Auto Coverage form CA 00010692 covering Automobile Liability, code 1 (any auto). If Subcontractor owns no automobiles, a non-owned auto endorsement to the general Liability policy described above is acceptable.
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. **Minimum Limits of Insurance.** Subcontractor shall maintain limits no less than:

- 1) General Liability: Two million dollars (\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limits are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 3) Workers' Compensation as required by the State of California; employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Subcontractor; or automobiles owned, leased, hired, or borrowed by Subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or volunteers.
- 2) For any claims related to this Agreement or performance under this Agreement, Subcontractor's insurance coverage shall be primary insurance as respects City, its officers, official's employees, and volunteers. Any insurance or self- insurance maintained by City, its officers, official s, employees, or volunteers shall be in excess of Subcontractor's insurance and shall not contribute to it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- 4) Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either its party, or reduced in coverage in limits except after thirty (30) days' prior written notice, by certified mail, return receipt requested, to City.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to City. Insurance shall not be considered to comply with these insurance requirements.

E. **Verification of Coverage.** Subcontractor shall furnish City with origins endorsements effecting coverage required by this clause. The endorsements are to be signed by person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before Subcontractor's performance of the Services.

9. INDEPENDENT CONTRACTOR.

A. Subcontractor is and shall at all times remain as to City a wholly independent contractor. Any personnel performing Services under this Agreement on Subcontractor's behalf shall at all times be

B. No employee benefits shall be available to Subcontractor in connection with the performance of this Agreement. Except for the fees paid to Subcontractor as provided in the Agreement. City shall not pay salaries, wages, or other compensation to Subcontractor for performing the Services under this Agreement for City. City shall not be liable for compensation or indemnification to Subcontractor for injury or sickness arising out of performing the Services under this Agreement.

Subcontractor shall keep itself informed of all local, state, and federal ordinances, laws, and regulations that in any manner may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Subcontractor shall at all times observe and comply with all such ordinances, laws, and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by Subcontractor's failure to comply with this Section 13.

A. All information gained by Subcontractor in performance of this Agreement shall be considered confidential and shall not be released by Subcontractor without City's prior written authorizations. Subcontractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Managers, or unless requested by the city Council, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement or relating to any project or property located within City unless required by any law, court or other governmental agency to do so.

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

To City: City of Hawthorne
3901 W. El Segundo Blvd.
Hawthorne, California 90250

To Subcontractor: St. Margaret's Center
10217 S. Inglewood Ave.
Inglewood, CA 90304

Attn: Mary Agnes Erlandson, Jonathan Said

13. PROHIBITION OF SUBCONTRACTING ASSIGNMENT AND DELEGATION.

Subcontractor shall not subcontract, assign any way of its rights, or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to a subcontract or an assignment of rights under this Agreement shall not release Subcontractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempt subcontracted, assignment, or delegation in violation of this Section 16 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 16, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

14. LICENSES.

At all times during the term of this Agreement, Subcontractor shall have in full force and effect, all licenses require of it by law for the performance of the Services described in this Agreement.

15. COOPERATION.

In the event any claim or action is brought against city relating to Subcontractor's performance of the Services under this Agreement, Subcontractor shall render any reasonable assistance and cooperation that City requires, including testifying upon City's request.

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

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

17. GOVERNING LAW: FORUM; ATTORNEY FEES.

City and Subcontractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the municipal, superior, or federal court with geometric jurisdiction over City. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. PROHIBITED INTEREST.

No officer or employee of City who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Subcontractor, or Subcontractor's subcontractors performing Services, during its tenure or for one (1) year thereafter. Subcontractor hereby warrants and represents to City that no officer or employee of City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction, or in the business of Subcontractor or Subcontractor's subcontractors performing services under this Agreement. Subcontractor shall notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. WORD USAGE.

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

20. HEADINGS.

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

21. TIME OF ESSENCE.

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

22. EXHIBITS.

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

23. SEVERABILITY.

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

24. MODIFICATIONS.

This Agreement may be supplemented, amended, or modified only by a writing signed by both parties.

25. AMBIGUITIES.

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

26. WAIVER.

No delay or omission to exercise any right, power, or remedy accruing to City under this Agreement shall impair any right, power, or remedy of City, nor shall it be constructed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of any condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver, unless the writing

expressly so states.

27. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties relating to the obligations of the parties describes in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, for which Subcontractor acknowledges receipt of all payment for services rendered, shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AUTHORITY TO EXECUTE THIS AGREEMENT.

The person or persons executing this Agreement on behalf of Subcontractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Subcontractor and has the authority to bind Subcontractor to the performance of its obligations hereunder.

St. Margaret's Center

CITY OF HAWTHORNE

Rev. Gregory A. Cox
Executive Director, on behalf of
St. Margaret's Center
A Program of Catholic Charities
Of Los Angeles, Inc.

Vontray Norris
City Manager
City of Hawthorne

Dated:

Dated:

Approved as to form by:

City Attorney