

**STANDARD SUBCONTRACT AGREEMENT BETWEEN
PATH (PEOPLE ASSISTING THE HOMELESS) AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
CONTRACT NO. 316-AO-19-632-643-SBCCOG**

This Subcontract Agreement (the “**Agreement**”) for the performance of outreach services is entered into as of July 1, 2019 (the “**Effective Date**”) between PATH (a.k.a. People Assisting The Homeless), a 501(c)(3) organization incorporated under the laws of the State of California (“**PATH**” or “**Contractor**”), with its principal place of business located at 340 North Madison Avenue, Los Angeles, California 90004 and South Bay Cities Council of Governments, a Joint Powers Authority organization incorporated under the laws of the State of California (“**SBCCOG**” or “**Subcontractor**”), having its principal office at 20285 South Western Avenue, #100, Torrance, California 90501 (collectively the “**Parties**” or individually as “**Party**”).

RECITALS

WHEREAS, Contractor considers Subcontractor qualified to perform certain subcontract services relating to PATH’s Prime Contract (defined below), which is funded by the County of Los Angeles (“**County**”) for the 2019-2020 Fiscal Year;

WHEREAS, Contractor wishes to retain Subcontractor to perform services relating to County’s Homeless Prevention Initiative in Supervisorial Districts Two (“**SD2**”) and Four (“**SD4**”);

WHEREAS, Subcontractor certifies that it is qualified to provide services under this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, Contractor and Subcontractor hereby agree to the following terms and conditions of this Agreement:

TERMS AND CONDITIONS

- 1) **SERVICES TO BE PERFORMED**: Subcontractor shall provide the services described and detailed in Attachment B, Scope of Work (“**Attachment B**”), which is attached hereto and incorporated by reference herein. Subcontractor shall perform such services in accordance with all relevant laws, rules, regulations and criteria as set forth in this Agreement and as detailed in the Prime Contract by and between County of Los Angeles and People Assisting the Homeless for South Bay Cities Council of Governments (SD2), Contract Number AO-19-632 and in Prime Contract by and between County of Los Angeles and People Assisting the Homeless for South Bay Cities Council of Governments (SD4), Contract Number AO-19-643 (both are collectively referred to herein as the “**Prime Contracts**”), which are attached as Attachment A, Prime Contract (“**Attachment A**”) and incorporated by reference herein.
- 2) **TERM**: The term of this Agreement shall commence on July 1, 2019 and, except as otherwise provided for in this Agreement, shall continue in full force and effect thereafter until complete and full performance of the work described in Attachment B, but in no event later than June 30, 2020 (the “**Term**”).
- 3) **COMPENSATION**: In consideration for performance of the services described in Attachment B, PATH agrees to pay Subcontractor a not-to-exceed amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (the “**Contract Amount**”), for services rendered, as further detailed in Attachment C, Compensation and Budget (“**Attachment C**”), which is attached hereto and incorporated by reference herein. This Contract Amount represents the full compensation for performance of all such services, and includes any and all expenses incurred by Subcontractor in connection with this Agreement. All invoices must be submitted to the appropriate PATH personnel as outlined in Attachment C.
- 4) **AVAILABILITY OF FUNDING**: Funding for this Agreement is subject to the appropriation and availability of funds provided by the County of Los Angeles and any and all other agencies, divisions or departments thereunder (collectively and individually the “**Funding Agency**”).

- 5) **TAXES**: Subcontractor shall be liable for all taxes imposed on it or its business by any state, local or federal government. PATH will not withhold any state, federal or FICA (Social Security and Medicare) taxes from Subcontractor's Contract Amount payments, nor make any such tax payments. Subcontractor agrees to defend, hold harmless and indemnify PATH and the County from and against the payment of any taxes in connection with this Agreement.
- 6) **TRAVEL REIMBURSEMENTS**: Subcontractor is entitled to reimbursement for travel and/or per diem expenses, as further specified in Attachment C.
- 7) **INDEPENDENT CAPACITY**: The Parties understand and agree that neither Subcontractor nor PATH acts in any capacity as officer, employee, or agent of the Funding Agency, and that Subcontractor, its officers, employees and agents, in the performance of this Agreement, and in relation to PATH and the Funding Agency, are independent contractors. Accordingly, although PATH shall specify the general nature of services to be performed and the goals to be met, the details of performing such services and meeting such goals shall be determined by Subcontractor. This Agreement does not create a partnership relationship between the Parties, nor provide Subcontractor with any authority to enter into any contracts on behalf of PATH or the Funding Agency. Since Subcontractor is an independent contractor, Subcontractor shall not be entitled to any benefits or compensation from PATH, and shall in no event be entitled to any fringe benefits payable to employees of PATH.
- 8) **CONDITIONS PRECEDENT**: The following conditions shall be satisfied by Subcontractor before the obligations of PATH, as set forth herein, become binding and enforceable under this Agreement. The satisfaction of the following conditions shall be determined by PATH in good faith, and be made as a reasonable person would determine under the same circumstances:
 - a. **TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**: Subcontractor shall furnish PATH with an IRS Form W-9, including taxpayer identification number and certification information, after execution of this Agreement, but before any compensation is paid under this Agreement.
 - b. **PROOF OF INSURANCE**: Subcontractor shall furnish PATH with certificates of insurance coverage, as specified under Section 22, Insurance Requirements, including any required endorsements evidencing such coverage, after execution of this Agreement, but before commencement of any Services.
- 9) **RESPONSIBILITIES OF PATH**: Any obligations of PATH beyond the duty to pay approved invoices are listed in Attachment B.
- 10) **RESPONSIBILITIES OF SUBCONTRACTOR**:
 - a. **RECORDS RETENTION & INSPECTION**: Subcontractor shall maintain complete and accurate records to substantiate charges, disbursement, or expenses made or incurred by Subcontractor in performance of the Services. In the event Subcontractor does not maintain appropriate documentation, claims for payment will not be valid, and therefore, not reimbursable. Any payments made by PATH subsequently found to be invalid and not reimbursable must be returned by Subcontractor. Subcontractor shall retain, and make available upon request, such books, documents, papers and records for a period of five (5) years from the date of final payment for the Services. Subcontractor understands that these records may be subject to review by PATH, the Funding Agency or any of their duly authorized representatives for purposes of conducting audits and/or examinations.
 - b. **STANDARDS OF PERFORMANCE**: Subcontractor shall be responsible for all Services rendered hereunder, which shall be performed solely by Subcontractor, its officers, agents and employees. Subcontractor shall enforce strict discipline and good order among Subcontractor's employees and other persons carrying out the Services. Subcontractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - c. **CONFLICT OF INTEREST**: Subcontractor affirms that to the best of Subcontractor's knowledge, there exists no actual or potential conflict of interest as to Subcontractor and its employees or agents and their business or financial interests, in performance of Services to be performed under this Agreement. Subcontractor also acknowledges that no prior or current relationships exist, which would prevent Subcontractor from entering into and fulfilling all obligations under this Agreement. In the event any conflict of interest does exist or may arise, Subcontractor shall immediately notify PATH, in writing, of such actual or potential conflict of interest, identifying persons and relevant circumstances found in the conflict of interest therein.
 - d. **CONFIDENTIALITY**: In performance of this Agreement, Subcontractor, its employees, agents or representatives may be given access to or become acquainted with Confidential Information (defined herein as "**Confidential Information**"), which Subcontractor shall maintain in confidence and not use for any purpose, except as provided for by PATH. Confidential Information shall mean any technical, financial, marketing, business, personal or other information or records, obtained or developed by Subcontractor in connection to this Agreement, whether in oral, written or electronic form, including, but not limited to reports, specifications, plans, historic and current data, computer programs, client and program records, social security and tax identification numbers, client names, home addresses, personnel health records and medical information and other business, personal and/or proprietary information relating to PATH and/or its employees, clients,

vendors, consultants, contractors, or other persons or entities with whom PATH conducts business. Nothing herein shall impose or obligate Subcontractor to disclose any information, data or other material that Subcontractor is under any actual or implied duty to any third party to keep confidential. Confidential Information shall not apply to such information that is required to be disclosed by law, becomes available to the public, or is rightly obtained absent any breach by Subcontractor thereof.

- e. **COMPLIANCE WITH LAW & FINANCIAL CAPABILITY:** Subcontractor shall comply with, and represents and warrants that it is in compliance with, all applicable federal, state and local laws, rules and regulations required thereby, and incorporated by reference herein, and shall possess, make available, and maintain all requisite permits, licenses and certificates necessary to perform under this Agreement. Subcontractor shall be responsible for compliance by any subcontractor or contract employee for the same, and shall require these and other provisions enumerated and incorporated by reference herein, in all subcontracts. Subcontractor certifies that it is financially capable of adhering to the foregoing, is financially solvent, and is not subject to any lienholder claims or encumbrances that would preclude or otherwise affect its ability to fully comply with and perform under this Agreement. In addition, Subcontractor shall comply with all requirements from the County, including those specified in Attachment A (the Prime Contracts) and in Attachment E, County Exhibits (“**Attachment E**”), which is incorporated by reference herein.
 - f. **NON-DISCRIMINATION:** In performance of this Agreement, Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900, *et seq.*), the regulations promulgated thereunder (Cal. Code of Regulations, Title 2, § 11000, *et seq.*), including the Nondiscrimination Clause (Cal. Code of Regulations, Title 2, § 11105) as set forth therein, Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (adopted pursuant to Government Code, §§ 11135–11139.5), and regulations or standards adopted by the Funding Agency to implement such article, which are incorporated by reference herein.
 - g. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** In performance of this Agreement, Subcontractor shall comply, as applicable, with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 5).
 - h. **CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT:** In performance of this Agreement, Subcontractor shall comply, as applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, *et seq.*) and Federal Water Pollution Control Act (33 U.S.C. 1251, *et seq.*).
- 11) **SERVICES WARRANTY:** Subcontractor shall provide and pay for all labor services necessary for the proper execution and completion of the Services. Subcontractor warrants that the Services shall be performed in a professional and timely manner. Subcontractor shall be solely responsible for all Services, including the procedures, means and coordination of the Services. Subcontractor shall supervise and coordinate the Services using Subcontractor’s best skill and attention.
- 12) **MATERIALS WARRANTY:** If applicable, Subcontractor shall furnish, provide and pay for all materials and supplies necessary for the proper execution, completion and performance of the Services. Subcontractor warrants that any such equipment and materials placed permanently in connection with the Services, as applicable, shall be new, of good quality and free of defects, as determined by industry standards.
- 13) **CERTIFICATION OF CONTRACTOR:**
- a. **DEBARMENT AND SUSPENSION:** By executing this Agreement, Subcontractor certifies that it is not a party listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
 - b. **ENERGY POLICY AND CONSERVATION ACT:** By executing this Agreement, Subcontractor certifies that it and any subcontractor to this Agreement will, if applicable, comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*).
 - c. **BYRD ANTI-LOBBYING CERTIFICATION:** By executing this Agreement, Subcontractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. **NATIONAL LABOR RELATIONS BOARD COMPLIANCE:** By executing this Agreement, Subcontractor certifies that no more than one final un-appealable finding of contempt has been issued by a federal court against Subcontractor within the last two years because of Subcontractor’s failure to comply with a federal court order requiring compliance with a National Labor Relations Board order.
- 14) **INTELLECTUAL PROPERTY:** Subcontractor hereby irrevocably transfers and assigns to PATH any and all rights, titles and

interests to all materials including, but not limited to, works of authorship, photographs, recordings, designs, drawings, technical information, field developments, trade or service marks (collectively “**Work Products**”) created by Subcontractor in connection with this Agreement. Subcontractor agrees to execute any and all documents and perform any such acts as may be necessary to establish, register, enforce, protect or otherwise maintain these rights by PATH. PATH shall be the sole owner of any and all copyrights and other intellectual property rights pertaining to or arising from the Work Products. PATH may make changes in, deletions from, or additions to Work Products, at its sole discretion.

- 15) **TERMINATION & BREACH OF CONTRACT:** This Agreement shall terminate automatically at the expiration of the Term. Either Party may terminate this Agreement for cause, at any time, effective immediately upon receipt of such notice. Termination for cause shall mean termination based upon a material breach of any term or condition of this Agreement, which either Party shall provide immediate notice to the other Party upon the discovery of any such breach. A material breach shall include, but is not limited to:
- a. Failure to perform the Services in an adequate or timely manner;
 - b. Non-compliance with applicable laws, rules and regulations;
 - c. Submission of false, misleading or erroneous information;
 - d. Failure to maintain accurate or complete records;
 - e. Disclosure of Confidential Information;
 - f. Administrative or fiscal mismanagement; and
 - g. Failure to provide PATH or the Funding Agency with access to Subcontractor’s fiscal and other records in connection with this Agreement.

Further, either Party may terminate this Agreement for convenience, at any time, with a ten (10) day advance written notice to the other Party, effective at the conclusion of such ten day period. PATH shall only be responsible for payment of Services charges incurred prior to termination of this Agreement if (1) Subcontractor does not perform Services or incur any unnecessary expenses after receipt of notice of termination, and (2) all claims for such payments are received by PATH within thirty (30) days following such notice.

- 16) **FORCE MAJEURE:** Neither Party shall be deemed to be in default of its obligations under this Agreement if and so long as such performance is prevented, restricted or interfered with by acts of God, war, government regulations or orders, disasters, civil disorder, strikes or any other similar act or cause not within the control of either Party.
- 17) **INDEMNIFICATION & HOLD HARMLESS:** Subcontractor shall defend, indemnify and hold harmless PATH, the Funding Agency, and each of their officers, board members, directors, agents, employees, representatives and successors-in-interest from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Subcontractor in performance of this Agreement.
- PATH shall defend, indemnify and hold harmless Subcontractor and each of its officers, board members, directors, agents, employees, representatives and successors-in-interest from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by PATH in performance of this Agreement.
- 18) **RESTRICTIONS ON SALARIES:** No part of any Federal funds provided under this contract shall be used by any Contractor or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.
- 19) **SMOKING PROHIBITION REQUIREMENT:** Subcontractor must comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for or by an entity and used to provide services to children under the age of eighteen (18).
- 20) **INSURANCE COVERAGE:** Subcontractor shall, at its own expense, procure and maintain the following insurance coverages during the Term, unless otherwise specified herein, to protect against any and all claims arising from or in connection with performance of this Agreement by Contractor, its agents, representatives, employees or subcontractors, including, but not limited to, claims for bodily injury, property damage and death. Subcontractor understands and agrees to comply with any and all other insurance coverage requirements specified in this Agreement, including those described in Attachment A, Prime Contracts (“Attachment A”) and Attachment D, Additional Insureds for Certificates of Insurance (“Attachment D”), which is incorporated by reference herein. Subcontractor also agrees to comply with any additional insurance requirements not specified herein, but which may be required from or requested by the County during the Term of this Agreement. Contractor in no way warrants that the

Required Insurance Certificates or any other insurance requirement specified herein are sufficient to protect the Subcontractor from liabilities which may arise from or relate to performance of this Agreement.

a. **COVERAGE LIMITS:**

- i. **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY INSURANCE:** Subcontractor shall, during the Term of this Agreement and at its sole expense, procure and maintain Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Contractor, County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** Subcontractor shall, during the Term of this Agreement and at its sole expense, procure and maintain automobile liability insurance (*providing scope of coverage equivalent to ISO policy form CA 00 01*) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Subcontractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- iii. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:** Subcontractor shall, during the Term of this Agreement and at its sole expense, procure and maintain Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Subcontractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing
- iv. **SEXUAL MISCONDUCT LIABILITY:** Subcontractor shall, during the Term of this Agreement and at its sole expense, procure and maintain sexual misconduct insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- v. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Subcontractor shall, during the Term of this Agreement and at its sole expense, procure and maintain professional liability, errors and omissions insurance covering the Subcontractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Subcontractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- vi. **PRIVACY/NETWORK SECURITY (CYBER) LIABILITY:** Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- b. **CANCELLATION OR CHANGES:** Subcontractor shall provide the Contractor with, or the Subcontractor's insurance policies shall contain a provision that the Contractor shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Contractor at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the Contractor, upon which the Contractor may suspend or terminate this Agreement.

- c. **FAILURE TO MAINTAIN INSURANCE:** Subcontractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which the Contractor immediately may withhold payments due to the Subcontractor, and/or suspend or terminate this Agreement. Contractor, at its sole discretion, may obtain damages from the Subcontractor resulting from said breach. Alternatively, the Contractor may purchase the Required Insurance, and without further notice to the Subcontractor, deduct the premium cost from sums due to the Subcontractor or pursue the Subcontractor reimbursement.

- d. **SUBCONTRACTOR'S INSURANCE SHALL BE PRIMARY:** The Subcontractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the Subcontractor. Any Contractor or County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subcontractor coverage.

e. **WAIVERS OF SUBROGATION:** To the fullest extent permitted by law, the Subcontractor hereby waives its rights and its insurer(s)' rights of recovery against the Contractor and County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 21) **REMEDIES FOR BREACH OF CONTRACT:** In the event that either Party breaches any term or condition of this Agreement, the non-breaching Party will be entitled to pursue any and all administrative, equitable and legal remedies permitted by law, as appropriate.
- 22) **DISPUTE RESOLUTION:** If a dispute arises out of this Agreement and cannot be settled through informal discussions or negotiations, the Parties agree to first try to settle in good faith by submitting the dispute to a sole mediator mutually selected by the Parties, or if the amount in dispute is less than Five-Thousand Dollars (\$5,000), the Parties may also resolve the dispute by use of the small claims court in Los Angeles County. If the dispute is not then resolved, then, upon notice by either Party, such a dispute shall be settled by binding arbitration, administered by the American Arbitration Association (“AAA”), in accordance with its Commercial Arbitration Rules and Mediation Procedure and the Federal Arbitration Act (“FAA”), with the seat of such arbitration in Los Angeles County, California. The prevailing Party shall be entitled to attorney’s fees and costs associated with arbitration, and judgment on the written award may be entered by any court having jurisdiction. The contents and result of mediation and arbitration shall be held in strict confidence by all participants, each of whom will be bound by an appropriate confidentiality agreement.
- 23) **ASSIGNMENTS:** Neither Party will assign its interest or delegate its duties, in whole or in part, under this Agreement.
- 24) **MODIFICATIONS:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement shall be valid, unless made in writing, approved and signed by authorized representatives of both Parties.
- 25) **NOTICES:** All notices required to be given herein shall be made in writing and sent to the designated Party recipients as set forth below:

<p>PATH (PEOPLE ASSISTING THE HOMELESS) Attn.: Jennifer Hark Dietz, Deputy CEO 340 North Madison Avenue Los Angeles, California 90004 E-Mail: JenniferD@epath.org Facsimile: (323) 644-2288</p>	<p>SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) Attn: Jacki Bacharach, Executive Director 20285 South Western Avenue, #100 Torrance, California 90501 E-Mail: Jacki@southbaycities.org Phone: (310) 371-7222</p>
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All notices shall be effective upon receipt. The Parties may change the address for notification and name of the designated Party recipients to be notified by informing the other Party in writing of such change

- 26) **APPLICABLE LAW:** Unless otherwise specified herein, this Agreement, and the rights and obligations of the Parties as set forth herein, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles that would require the application of law from other jurisdiction.
- 27) **NO WAIVER:** Failure or delay by either Party to enforce any term or condition of this Agreement shall not constitute a waiver of such term or condition, or of any other term or condition found herein, unless such a waiver is in writing, provides consent, and signed by an authorized Party representative. Any waiver to, or waiver of, any breach by the other Party, shall not constitute waiver of, or excuse for any other different or subsequent breach.
- 28) **ENTIRE & INTEGRATED AGREEMENT:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties relating to the subject matter contained herein. The Parties acknowledge and agree that this Agreement supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. The Parties acknowledge and agree that neither Party has made any oral or written statements that are not included in this Agreement and that in any way induced either Party into entering this Agreement.
- 29) **SEVERABILITY & SURVIVAL:** The Parties herein agree that if any term or condition of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such term or condition shall be deemed stricken, and the remainder of this Agreement shall remain in full force and effect, and shall not be affected thereby. The Parties further agree that the rights, duties, obligations and warranties of the Parties, as set forth in paragraphs herein entitled “Taxes,” “Records Retention & Inspection,” “Audit Exception Liability,” and sections herein entitled “Confidentiality,” “Intellectual Property,” “Termination,” “Indemnification & Hold Harmless,” “Dispute Resolution” and “Applicable Law,” shall survive the termination of this Agreement to the fullest extent permitted by applicable statute of limitation laws.

- 30) **ORDER OF PRECEDENCE:** In the event of a necessary clear conflict between the terms and conditions found herein, attachments incorporated by reference herein and any subsequent amendments to this Agreement, then the later-in-time document shall govern.
- 31) **COUNTERPARTS & PHOTOCOPIES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement, a copy of which may be used as if it contained an original signature for all purposes.
- 32) **TIME OF ESSENCE:** Time is of the essence in performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed. The undersigned certify that by signing this Agreement, they are duly authorized to execute this Agreement.

PATH (PEOPLE ASSISTING THE HOMELESS)

SOUTH BAY CITIES COUNCIL OF GOVERNMENT

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Name: Jennifer Hark-Dietz

Name: Christian Horvath

Title: Deputy CEO and Executive Director

Title: Chair

Date: _____

Date: _____

The following Attachments follow the signature page of this Agreement. The Standard Terms and Conditions required of the Contractor by are incorporated by reference by way of these attachments.

- 1) Attachment A – Prime Contracts
- 2) Attachment B – Scope of Work
- 3) Attachment C – Compensation and Budget
- 4) Attachment D – Additional Insureds for Certificate of Insurance
- 5) Attachment E – Los Angeles County Exhibits

ATTACHMENT B

SCOPE OF WORK

Subcontractor will perform the following services during the Term of this Agreement:

1. **SERVICES TO BE PERFORMED:** Pursuant to this Agreement, Subcontractor is contracted to provide Outreach Services as further detailed and described in this Scope of Work (the “SOW”):
 - a. Convene meetings no less than quarterly during the Term of this Agreement between the cities in the South Bay Council of Governments and PATH-designated team members for updates and feedback on the Homeless Prevention Initiative project, which will include the following:
 - i. Form a committee for elected officials of SBCCOG cities;
 - ii. Form a committee for city staff and service providers to discuss the issues in more detail; and
 - iii. Provide regular updates to the SBCCOG Board of Directors and City Managers and other SBCCOG Committees.
 - b. Coordinate and seek responses to comments and city concerns regarding how the Homeless Prevention Initiative project is performing;
 - c. Participate in lessons learned and review performance of services provided under this Agreement at the conclusion of the sixth and ninth months under the Term of this Agreement; and
 - d. Research new and existing homeless issues within the county by attending pertinent meetings and by reviewing relevant reports and relay this information to subcontractor-designated staff members.

2. **REPORTING AND RECORDING REQUIREMENTS:**

Subcontractor shall maintain documentation, as applicable or requested by PATH, on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with the contracted scope of services.

3. **ADHERENCE TO SCOPE OF REQUIRED SERVICES:**

Failure by Subcontractor to adhere to this Scope of Work or any criteria specified herein may result in notice of non-compliance, disallowed costs, reduction in funding, and/or may include sanctions up to and including termination of this Agreement. Subcontractor shall be responsible for reimbursing PATH for all charges paid for benefits and/or services provided if PATH and/or the Funding Agency determines that benefits and/or services were provided to ineligible participants.