

**LOS ANGELES HOMELESS SERVICES AUTHORITY  
CO-LOCATION AGREEMENT  
2018 – 2020 PROGRAM YEAR**

**Site Operator:** City of Whittier  
**Agreement Number:** 2018COLO14  
**Project Name:** Whittier Transportation Depot  
**Contract Amount:** N/A  
**Contract Term:** September 1, 2018 to August 31, 2020

**CFDA: NONE**

**DUNS: 07-7242279**

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**CO-LOCATION AGREEMENT  
BETWEEN  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
AND  
CITY OF WHITTIER**

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**AGREEMENT**

This Agreement Number **2018COLO14** (“Agreement”) is made and entered into by and between the Los Angeles Homeless Service Authority (“LAHSA”), a joint powers authority of the City and County of Los Angeles, and **City of Whittier** (“Site Operator”), a California Corporation.

**RECITALS**

**WHEREAS**, LAHSA, has been designated by the City and County of Los Angeles to provide for the proper planning, coordination, direction and management of LAHSA's various community development activities;

**WHEREAS**, LAHSA cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility;

**WHEREAS**, the Co-Location of LAHSA Homeless Engagement Teams (“HET”) with Agency sites which are the subject of this Agreement, as established by LAHSA, is one of the above described programs and has been funded by the County of Los Angeles (“County”);

**WHEREAS**, Site Operator maintains a location in which co-location with LAHSA's HET will benefit the Los Angeles' Continuum of Care;

**WHEREAS**, LAHSA's Board of Commissioners has authorized LAHSA's Executive Director to enter into agreements without Commission's approval up to one hundred fifty thousand dollars (\$150,000.00);

**WHEREAS**, LAHSA and Site Operator are desirous of executing this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

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§1. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of LAHSA shall be, unless otherwise stated in the Agreement:

Executive Director  
Los Angeles Homeless Services Authority  
811 Wilshire Blvd., 6<sup>th</sup> Floor  
Los Angeles, California 90017

With copies to:  
Director of Emergency Services  
Los Angeles Homeless Services Authority  
811 Wilshire Blvd., 5<sup>th</sup> Floor  
Los Angeles, California 90017

2. The representative of Site Operator shall be:

Jeffrey W. Collier, City Manager  
City of Whittier  
13230 Penn St.  
Whittier, California 90602  
Phone: 562-567-9301  
jcollier@cityofwhittier.org

Authorized signer/contact for notices:

Greg Alaniz, Director, Parks, Recreation and Community Services  
City of Whittier  
13230 Penn St.  
Whittier, California 90602  
Phone: (562) 567-9403  
galaniz@cityofwhittier.org

B. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section 1, within five (5) working days of said change.

§2. Independent Contractors

This Agreement is by and between LAHSA and Site Operator and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and Site Operator. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

§3. Facility/Space to be Provided

Site Operator will provide to LAHSA's Homeless Services Department Homeless Engagement teams ("HET") staff facility/office space comprised of approximately 300 square feet of the facility/office space at the following site address: **7333 Greenleaf Ave., Whittier, California 90602.**

The HET team(s) staff, not to exceed 5 LAHSA staff, will be co-located at said facility/office space for the purpose of conducting homeless outreach fieldwork in the surrounding community.

The HET staff shall not use the facility/office space as an intake center for the homeless nor shall they use the facility/office space for any other purpose. The license agreement is not intended to allow visitor/client access.

LAHSA's HET staff will be provided access to the facility/office during normal business hours. HET regular work hours are Monday-Friday 7:30 am to 4:30 pm. The actual work hours may vary based on facility business hours and exceptions to the HET regular work hours.

No personal vehicles of HET staff shall be stored overnight at the facility/office location. Site Operator shall not be responsible for HET staff vehicles parked overnight at the facility/office location.

Site Operator will work towards finding the best space for LAHSA HET staff in the facility/office space. The work spaces may include desk(s), computer(s), phone(s), printer(s) and chair(s). LAHSA will provide necessary furnishings and equipment for the HET staff, if not available.

Site Operator will provide access to internet through Wi-Fi (LAHSA to provide their own Wi-Fi enabled devices). HET staff can bring their own copier and fax machines with no additional fees to use. There is no fax line in the facility/office space. In addition, LAHSA staff will be allowed to utilize Site Operator's shared downstairs office space, museum, downstairs storage room, under stairs storage room, and upstairs break room area (collectively referred to as "common areas").

All common areas shall be subject to the exclusive control and management of Site Operator or any other persons or nominees that Site Operator may have delegated or assigned to exercise management or control, in whole or in part, in Site Operator's place and stead. Site Operator shall have the right to temporarily close, if necessary, all or any portion of the common areas as is deemed necessary by Site Operator to effect necessary repairs, maintenance, or construction, or to maintain the safety of tenants or the general public. Site Operator will maintain the common areas in a clean, orderly, and sanitary manner. Site Operator is responsible for all repairs of the common areas, except those occasioned by the negligence of LAHSA.

Site Operator and Site Operator's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas and the facility/office space. LAHSA shall fully and faithfully comply with and observe the rules and regulations for the common areas and the facility/office space ("the Building Rules and Regulations" which are attached to and made a part of this License Agreement as **Exhibit B**). Site Operator shall not be liable in any way for failure of any LASHA employee within the facility/office space to comply with and observe these rules and regulations.

§4. Compensation

LAHSA shall not be required to pay a dollar amount to Site Operator for the herein license for

access and use of the licensed facilities described in §3 during the Term of this License Agreement. The services that LAHSA will be providing for the greater Whittier community shall be the consideration for the grant of the herein License.

§5. Non-Exclusive Agreement

LAHSA and Site Operator understand and agree that this is a non-exclusive Agreement to co-locate at the site address for the specified Term. Site Operator shall continue to have access to the facility/office space as required for City operations, maintenance, and events.

§6. Contract Term

The term of this Agreement is from September 1, 2018 to August 31, 2020.

§7. Indemnification

- A. Site Operator shall indemnify, defend and hold harmless LAHSA and the County, and their Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, losses and expenses (including attorney and expert witness fees), arising from or connected with Site Operator's acts and/or omissions arising from and/or relating to this License Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.
- B. LAHSA shall indemnify, defend and hold harmless Site Operator from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, losses and expenses (including attorney and expert witness fees), arising from or connected with LAHSA's acts and/or omissions arising from and/or relating to its activities at the facility/office space and this License Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

§8. Insurance.

- A. LAHSA agrees to provide insurance for HET staff at the site adding City of Whittier as an additional insured. The insurance coverage is set forth in the attached **Exhibit A** and incorporated herein by reference.
- B. LAHSA agrees at all times during the term of this License Agreement to keep, at LAHSA'S sole expense, all of LAHSA's personal property, including trade fixtures and equipment of LAHSA that may be on or in facility/office space from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of LAHSA to fully replace the personal property, trade fixtures, and equipment. LAHSA's insurance policy shall be subject to CITY's approval in order to make sure the policy is in keeping with CITY guidelines and requirements.

During the term of this Agreement and without limiting Site Operator's indemnification of LAHSA, Site Operator shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Site Operator, covering its operations hereunder.

§9. Modifications

All modifications to this License Agreement shall be in writing subject to the approval of both Parties.

§10. Prohibition Against Assignment or Delegation

A Party shall not, unless it has first obtained the other Party's prior written consent (a) assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or (b) delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§11. Compliance with Statutes and Regulations

The Parties shall obtain all required permits and licenses, and comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement, and all provisions required thereby to be included in this Agreement are hereby incorporated by this reference. These requirements include, but are not limited to:

A. Americans With Disabilities Act

Site Operator hereby certifies, that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub.L.110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Site Operator will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS, the FHA, and all subsequent amendments. This includes accommodations for disabled clients with mental impairments or those accompanied by designated service animals. Site Operator will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability.

B. Nondiscrimination and Affirmative Action

- i. The Site Operator shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County. In performing this Agreement, the Site Operator shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Site Operator shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- ii. Any subcontract entered into by the Site Operator relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.



- iii. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

C. Compliance With County's Zero Tolerance Policy On Human Trafficking

Site Operator acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting recipients of County funding from engaging in human trafficking.

§12. Termination

This Agreement will terminate, unless renewed or extended in writing prior to the termination date, on August 31, 2020. This Agreement may also be terminated by mutual consent of the Parties effective on a mutually agreed upon date, or by either Party upon a thirty (30) day written notice and delivered by certified mail or in person. In the event either Party is not able to fully perform the requirements of this Agreement, either Party may immediately terminate this Agreement, without cause, by providing written notice.

Upon termination of this Agreement for any reason, all obligations of each Party to the other shall cease, and neither Party shall have any further liability to the other, except any costs due to Site Operator for co-location access up to the date of termination shall be paid in full. Upon termination for any reason, both Parties shall cooperate to effect an orderly discontinuation of this Agreement so as to cause minimal effect to either Party or their clients.

§13. Integrated Agreement

This License Agreement contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. No verbal agreement or conversation with any representative of either party shall affect or modify any of the terms or conditions of this Agreement.

§14. Ratification Clause

Due to the need for HET services to be provided upon commencement of the Term, co-location may have commenced prior to the execution of this Agreement. To the extent that said co-location was performed in accordance with the terms and conditions of this License Agreement, the provision of co-location space is hereby ratified and accepted

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§15. Entire Agreement

This is the full and complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in 2 duplicate originals, each of which is deemed to be an original. This Agreement includes 12 pages, which constitute the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, LAHSA and Site Operator have caused this Agreement to be executed by their duly authorized representatives.

**Los Angeles Homeless Services Authority (LAHSA)**

By: \_\_\_\_\_  
Name: Peter Lynn  
Title: Executive Director

Executed on this date: \_\_\_\_\_

Affix Contractor's Corporate Seal. In the absence of a corporate seal a notary attestation of your signature must be provided

**City of Whittier (Site Operator)**

By: \_\_\_\_\_  
Name: Jeffrey W. Collier  
Title: City Manager

Executed on this date: \_\_\_\_\_

Approved as to Form:

Attest:

\_\_\_\_\_  
Name: Richard D. Jones  
Title: City Attorney

\_\_\_\_\_  
Name: Lisa Pope  
Title: City Clerk

Internal Revenue Service ID Number:

\_\_\_\_\_  
(Please Fill In)

This Co-Location Agreement for Program Year 2018 - 2020 shall be referenced as **2018COLO14**

**EXHIBIT A  
INSURANCE COVERAGE**

The LAHSA shall maintain throughout the duration of the term of the Agreement, liability insurance covering the LAHSA and designating SITE OPERATOR including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LAHSA's exercise of its license, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LAHSA's insurance policies shall be primary as respects any claims related to or as the result of LAHSA's exercise of its License. Any insurance, pooled coverage, or self-insurance maintained by the SITE OPERATOR, its elected or appointed officials, directors, officers, agents, employees, volunteers, or LAHSAs shall be non-contributory.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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The LAHSA shall provide thirty (30) days advance notice to SITE OPERATOR in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to SITE OPERATOR thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling SITE OPERATOR to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, SITE OPERATOR shall have the right but not the duty to obtain replacement insurance and to charge the LAHSA for any premium due for such coverage. SITE OPERATOR has the option to deduct any such premium from the sums due to the LAHSA.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by SITE OPERATOR's Risk Manager. The LAHSA shall immediately advise SITE OPERATOR of any litigation that may affect these insurance policies.

## **EXHIBIT B BUILDING RULES AND REGULATIONS**

### **Halls and Stairways**

LAHSA employees shall not loiter in the halls or entryways, and shall not obstruct in any way the entryways, passages, stairways, and halls of the facility/office space or use them for any other purpose than ingress and egress to and from their respective offices.

### **Signs**

No sign, placard, picture, name, advertisement, or notice visible from outside a lessee's premises shall be displayed in or on the facility/office space without the express written consent of the Site Operator, and Site Operator may remove, at the expense of the LAHSA, any sign, placard, picture, name, advertisement, or notice so displayed without proper consent.

### **Locks and Keys**

No additional lock or locks shall be placed on any door in the facility/office space by LAHSA without the express written consent of Site Operator. Site Operator will provide LAHSA with five (5) keys to facility/office entrance and lockable room under the stairs.

### **Wiring and Electricity**

Wiring of any kind shall be introduced in the facility/office space and connected only as directed by the Site Operator, and no boring or cutting for wires will be allowed except with the prior written consent of the Site Operator.

### **Connection of Machinery**

LAHSA shall not connect any apparatus, machinery, or device with the electric wires, water, or air pipes of the facility/office space without the prior written consent of the Site Operator. This provision is intended to prohibit, without consent, the hard wiring of electricity by LAHSA. This provision is not intended to, and shall not, prohibit the use by LAHSA of electrical equipment or devices which are designed to readily plug into existing electrical outlets, as long as such use is within the existing electrical capacity of the facility/office space.

### **Moving Furniture and Equipment**

Site Operator shall not be liable for any damage or loss caused by the moving of furniture or equipment, and any damage to the facility/office space caused by the moving of furniture or equipment shall be repaired at LAHSA'S expense.

### **Obstructing Light**

The glass doors, windows, lights, and skylights admitting light into the halls and other common areas of the facility/office space shall not at any time be covered or obstructed by LAHSA.

### **Site Operator's Office and Employees**

Employees of Site Operator shall perform no work or do anything outside their regular daily duties except on order of the City Manager or designee. LAHSA shall not interfere with any Site Operator employees who are performing work on the facility/office space. LAHSA shall request any maintenance services of the facility/office space through the City Manager or designee only. LAHSA shall have a duty to inspect the facility/office space and inform Site Operator immediately of any repairs which need to be made or of any dangerous conditions on the premises. No employee of Site Operator shall admit any person, LAHSA or otherwise, to any office in the facility/office space without specific instructions from the City Manager or designee.

#### Locking of Entrance Doors

The front entrance door of the facility/office space has an automatic locking mechanism and may be unlocked with LAHSA's key during its regular business hours but facility/office space shall be alarmed at all other times. LAHSA shall be responsible for making all reasonable efforts to secure the facility/office space and the building's entrance in connection with LAHSA's coming and going.

#### Entry after Facility/Office Space Closed (outside normal business hours)

Any person entering or leaving the facility/office space at any time when its entrance and exit doors are closed and locked may be questioned about his or her business in entering or leaving the facility/office space and may be liable to triggering the alarm.

#### Removal of Persons

Site Operator reserves the right to exclude and expel from the facility/office space any person who, in the judgment of Site Operator, is intoxicated or under the influence of any intoxicating beverage or drug or who in any manner violates any of these rules and regulations or creates, in the judgment of Site Operator, a disturbance in the facility/office space.

#### No Canvassing or Soliciting

Canvassing, soliciting, and peddling in the facility/office space are prohibited and each LAHSA employee shall promptly report to the City Manager any person found to be canvassing, soliciting, or peddling in the building.

#### Further Rules and Regulations

Site Operator reserves the right to amend these rules and regulations and to make any other and further rules and regulations for the facility/office space, from time to time in the judgment of the Site Operator, are required for the orderly and safe conduct of facility/office space operations.