Request for Proposals for

Interim Shelter Beds

Date Issued: September 20, 2022

Proposals must be received no later than 4:00 p.m. on Tuesday, October 11, 2022 at the following address:

City of Malibu
Attn: Luis Flores, Public Safety Liaison
23825 Stuart Ranch Road
Malibu, CA 90265
Phone: (310) 456-2489

City of Malibu
Request for Proposals for Interim Shelter Beds

Due: Tuesday, October 11, 2022

INTRODUCTION
The City of Malibu is requesting written proposals from qualified homeless service providers and shelter facilities to provide interim shelter beds reserved exclusively for homeless individuals and families that are living in the Malibu community.

BACKGROUND
The City of Malibu (City) is a coastal city located in the northwestern portion of Los Angeles County, California, along 21 miles of the Pacific Ocean and has a population of approximately 13,000. The City is a general law city incorporated under California law in 1991. It operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected from among the Councilmembers. The City covers approximately 21 miles along the coast and offers a full range of municipal services. The City, organized into seven departments, provides a number of services in-house, including management and administrative services, building safety, community services, environmental sustainability, planning, public works and engineering. Police and fire services are provided via contract with Los Angeles County. Other services, such as the City Attorney, water, street maintenance and garbage collection services, are also provided via contract or from Los Angeles County. The City's Adopted Fiscal Year 2022-2023 General Fund Operating Budget is $46.2 million and the City's Overall Operating Budget is $89.9 million.

According to the 2022 Greater Los Angeles Homeless Count conducted by the Los Angeles Homeless Services Authority (LAHSA), the number of homeless individuals living in the City is approximately 81. In addition to the humanitarian crisis of homelessness itself, the impact on residents and the environment generates numerous calls for service to the Sheriff's Department and the City. Most of the homeless in the City congregate around or near areas that are heavily used by families, including the County Library, Zuma Beach, Malibu Bluffs Park, and grocery stores. Encampments that are on or near these areas lack proper sanitation and pose public health issues for both the homeless individuals and the community at large. Encampments located in brush areas also pose a significant fire threat. The City is designated as a Very High Fire Hazard Severity Zone (VHFHSZ). In 2020, there were two brush fires that were caused by warming/cooking fires and, in 2021, there were twenty-three fires caused by homeless individuals.

To assist people experiencing homelessness and to help mitigate some of the negative impacts on the community, a local non-profit organization raised funds to hire a homeless outreach team through The People Concern (TPC) in 2016. The City assumed responsibility for this contract beginning in 2017 and expanded this effort in 2019 to include a full-time Housing Navigator. This team continues to successfully move individuals off the streets of Malibu and has expanded to include three Outreach Workers. In June 2022, the City extended the homeless outreach contract with TPC through June 30, 2024.

On July 21, 2021, the City Council held a Special meeting to discuss issues related to homelessness, and the Council established a Homelessness Task Force and its Charter. The Charter lists a comprehensive set of goals to guide the City's ongoing efforts to address homelessness, including a review of the Homelessness Strategic Plan, a review of the possible implementation of an Alternative Sleeping Location (ASL), and the development of a plan to mitigate public safety and environmental impacts related to homeless encampments.

On October 19, 2021, the Homelessness Task Force formed an Emergency and Temporary Services Ad Hoc Committee to explore the feasibility of establishing an ASL within or near the City. After reviewing publicly available information derived from many sources, discussions with subject matter experts, and site visits to existing ASLs implemented by other jurisdictions, the Ad Hoc Committee compiled its findings into an ASL Recommended Action Plan (Action Plan). The Action Plan outlines a set of robust strategies to potentially establishing an ASL(s), which can be in one of many forms, while taking public safety, neighboring impacts, and its transitional, interim nature into account as key to building greater self-reliance among participants. On March 24, 2022, the Action Plan was presented to the City Council during a City Council Special meeting and staff was directed to pursue the establishment of an ASL outside of the City using non-City funding sources. While the Action Plan's implementation is ongoing, the Task Force recommended that the City procure interim shelter beds reserved exclusively for homeless individuals and families in the Malibu community. On August 8, 2022, the City Council accepted the Task Force's recommendation and directed staff to procure the interim shelter beds.

The City's Public Safety Department, the Los Angeles County Sheriff's Department, the Las Virgenes–Malibu Council of Governments (COG) Outreach Coordinator, and the Malibu Homeless Outreach Team will continue to triangulate efforts to ensure homeless individuals receive assistance in a comprehensive manner.

SCOPE OF WORK

The City is requesting written proposals from qualified homeless service providers and shelter facilities to provide interim shelter beds reserved exclusively for homeless individuals and families that are living in Malibu. The City requests the interim shelter beds be reserved for a period of one (1) year for the period of November 1, 2022 through October 31, 2023.

The professional services provider will be required to perform the following:

1) Provide and manage up to three (3) interim shelter bed units at a facility outside of the Malibu city limits to be utilized on a referral basis as a means of reducing the risk of fires associated with people experiencing homelessness who are engaged in unpermitted and unregulated camping within the city limits.

2) Provide individualized client support by developing ongoing plans to address their barriers to housing, connect them to appropriate medical services, and improve their

ability to transition into and maintain temporary and permanent housing. The service provider will work with the Malibu Homeless Outreach Team to promote and encourage the acceptance of Emergency Housing Vouchers (EHV) and will continuously work with City staff and appropriate partners to maximize the effectiveness of the interim shelter bed units.

3) Work with City staff, Sheriff's Department Deputies, and the Malibu Homeless Outreach Team to ensure interim shelter bed units are readily accessible to homeless individuals and families from Malibu in accordance with the agency's normal practices, policies, and procedures. Be available to respond to calls from City staff, Sheriff's Department, and the Malibu Homeless Outreach Team during normal working hours (Monday through Friday, from 8:00 AM to 5:00 PM) and non-working hours (evenings, weekends).

4) Develop a monthly reporting process that includes information about the number of individuals being referred, the number of individuals utilizing the interim shelter bed unit(s), the number of individuals that successfully transfer into temporary, interim, or permanent housing, and use this data to inform strategic decision-making, demonstrate program success, and highlight homelessness service efforts. The report and other findings will be discussed during regularly scheduled monthly meetings with City staff and appropriate partners.

THE PROPOSAL

Each proposal must include the following information:

1. **Organization, Credentials and Experience**
   a. Provide a summary of the organization's qualifications, credentials and experience related to the project.
   b. Describe the size of your organization and indicate the principal official(s) and other personnel who will be assigned to manage the interim shelter bed units on behalf of the City.
   c. Provide a list of three prior clients with contact information (names, titles, addresses, phone numbers and email addresses) for the appropriate persons at the client that the City can contact.

2. **Understanding of the Scope of Work**
   Provide a narrative reflecting the company's understanding of the Scope of Work and detailed proposal to implement the project.

3. **Performance Metrics**
   Provide a description of the company's reporting methodology and explain what and how data will be used to demonstrate success and plan for improvement. As the City enters wildfire season and continues to explore solutions to its homelessness concerns, it will be crucial to quantitatively demonstrate the impact and effectiveness of having accessible interim shelter beds, which will help inform the City's homelessness and fire prevention strategies in the canyons and hillside where homeless encampments are known to be found.

4. **Professional Services Agreement**
   The selected organization must use and comply with the terms and conditions of the City's standard Professional Services Agreement, as provided in Attachment 1 of this RFP.

5. **Insurance**
   The company must be able to supply a Certificate of Liability Insurance.

6. **Litigation**
   Responses are required to include a list of past, current, or pending litigation resulting from services rendered over the past five (5) years. If a court or an arbitrator rendered a decision, state the results.

7. **Fees**
   Under separate cover, provide a rate proposal for the services to be provided that includes personnel costs, facility costs, overhead, and supplies needed to support the individuals utilizing the interim shelter beds.

PROPOSAL PROCEDURE

Clarifications: The City will respond to requests for clarification to this RFP in written Addendum(s), as needed. Inquiries should be directed by email only to LFlores@malibucity.org. No verbal requests will be accepted. All requests for clarification must be received by Tuesday, October 4, 2022, at 4:00 p.m.

Please submit three (3) hardcopies of your proposal, clearly marked "Request for Proposal – Interim Shelter Beds," and one (1) electronic copy of the proposal (e.g., flash drive) to:

City of Malibu
Attn: Luis Flores, Public Safety Liaison
23825 Stuart Ranch Road
Malibu, CA 90265

Proposals are due no later than **4:00 p.m. on Tuesday, October 11, 2022.** All proposals received after the deadline will be considered non-responsive. The City reserves the right to extend the deadline or accept a late submittal with good cause shown. No faxed or emailed proposals will be accepted.

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and become the property of the City of Malibu.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the organization of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City of Malibu and the

organization selected. The City reserves the right without prejudice to reject any or all proposals.

ATTACHMENT: Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of [date] by and between the City of Malibu (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating _____.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on [date], and will remain in effect for a period of ____ years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be $_____ per month, for a total amount not to exceed $_____. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

OR FOR AGREEMENTS WITH DESIGN PROFESSIONALS (architect, landscape architect, professional engineer, or land surveyor – See Civil Code Section 2782.8) USE THE FOLLOWING:

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the

performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.**1** **Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, at Malibu, California, and effective as of [date].

CITY OF MALIBU:

_____
PAUL GRISANTI, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

_____

By:

APPROVED AS TO FORM:

_____

TREVOR RUSIN, Interim City Attorney