

SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND HOMEFIRST SERVICES OF SANTA CLARA COUNTY

THIS AGREEMENT ("Agreement") dated _____ is by and between the City of Sunnyvale, a California chartered municipal corporation ("CITY"), and HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a non-profit 501(c)(3) organization ("CONTRACTOR") (collectively, "the Parties").

WHEREAS, CITY desires to secure services necessary to facilitate an outreach and shelter program to temporarily relocate residents currently residing on CITY-owned property ("Project"); and

WHEREAS, in reliance upon CONTRACTOR's representations regarding its qualifications, CITY finds that CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Exhibit A, Scope of Services; Exhibit B, HomeFirst Services and Pricing, and Exhibit C, Insurance Requirements. All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. The documents and exhibits comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work."

To accomplish the Scope of Work, CONTRACTOR agrees to assign Rene Ramirez, Chief Operating Officer, to this Project, to act in the capacity of Project Manager and personally direct, oversee, manage the delivery of services to be provided by CONTRACTOR.

Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

3. Time for Performance

The term of this Agreement shall be one (1) year from the execution date, with the option for two (2) additional one (1) year extensions, unless otherwise terminated in accordance with Section 16 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in

Exhibit "A". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 17 below.

4. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of four hundred seven thousand four hundred thirty dollars (\$407,430), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "A". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Wage Rates

CONTRACTOR shall comply with the minimum wage provisions set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful acts of the CITY. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Insurance

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

12. CITY Representative

Jenny Carloni, Housing Officer, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONTRACTOR Representative

Kelly Vazquez, Chief Program Officer, shall represent CONTRACTOR ("CONTRACTOR representative") in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to addressed below.as follows:

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed

communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Jenny Carloni, Housing Officer
Department of Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Kelly Vazquez
Chief Program Officer
Homefirst Services of Santa Clara County
507 Valley Way
Milpitas, CA 95035,

15. Assignment

Neither party shall assign or subcontract any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR . In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR , CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

{CONTRACTOR'S NAME} ("CONTRACTOR")

By _____

By _____

Kent Steffens
City Manager

ATTEST:

By _____

By _____

City Clerk

Name and Title

APPROVED AS TO FORM:

By _____

City Attorney

Exhibit A Scope of Work

PROJECT. CONTRACTOR will provide homelessness support services for individuals and households associated with this Agreement in the form of (a) Outreach Services and (b) Shelter Placements.

A. OUTREACH SERVICES

CONTRACTOR shall establish a dedicated outreach team of one (1) Outreach Specialist and one (1) Case Manager and the appropriate oversight personnel resources tasked with supporting unsheltered individuals within the City of Sunnyvale. Outreach activity may include:

1. Outreach on the streets and encampments, including those subject to abatement, and other outdoor locations throughout the City of Sunnyvale as identified or suggested by CITY staff.
2. To build rapport and trust with unsheltered homeless residents with the goal of moving them into interim or permanent housing opportunities.
3. To provide street-based case management to the unhoused population;
4. To provide an avenue for homeless or at-risk individuals and families to receive resources and services specific to their need;
5. To provide information and/or referrals for service;
6. To support individuals accepting shelter, transition from the street to shelter;
7. To coordinate with other agencies that are proactively engaging with City of Sunnyvale's homeless population;
8. Offer Housing Problem Solving strategies to unsheltered individuals within the City of Sunnyvale.

Additionally, Outreach staff will support pre/post encampment site clean-ups as carried out by the CITY. Support will be provided in the form of information and referrals for additional services, offering supplies, assistance in enrolling individuals in shelter program options, , and coordinating with CITY staff.

B. SHELTER PLACEMENT

CONTRACTOR shall allocate and prioritize shelter placements for up to five (5) individuals at the agency's Boccardo Reception Center (BRC) or an assigned agency emergency shelter more proximate to Sunnyvale, if authorized and available.

Willing participants will be provided a guaranteed bed at the BRC or assigned shelter location with access to all services and amenities offered at that site, free of charge, for up to 60 days at a time, with the opportunity to extend their stay in 60-day intervals for up to six (6) months, during the term of this Agreement.

REPORTING

CONTRACTOR shall provide biweekly written reports which shall include the stage of progress of the services, the status of the staffing, progress and earned values, any problems or information needed in relation to the services. In addition, CITY may request additional reports from time to time based on operational questions or service delivery, but not limited to these two areas. If CITY specifies a format for the reports, reports shall be provided in such format. If, at

any time, CONTRACTOR becomes aware of any occurrence likely to materially and adversely affect its ability to perform its obligations under the Agreement, CONTRACTOR shall promptly notify CITY in writing. In addition, regular meetings between CONTRACTOR and CITY will be scheduled monthly to provide status updates on program progress, and provide an opportunity to discuss any identified issues with either the program services offered or locations for outreach, in addition to any other items that may be identified through the services provided to CITY.

**Exhibit B
HOMEFIRST SERVICES AND PRICING**

PROGRAM BUDGET SUMMARY	
GRANTEE	HomeFirst
NAME OF PROGRAM	Sunnyvale Outreach
YEAR OF FUNDING	12 months 10/1/2023 to 9/30/2024
WEBGRANTS #	
PROJECT ID #	
VENDOR #	
AWARD OF CONTRACT (AC) #	
Budget Line Item Description	Total
Personnel Costs	
Personnel	\$ 152,770
Shared Cost Allocations	\$ 11,460
Taxes	\$ 16,420
Employee Benefits	\$ 24,630
Total Personnel Costs	\$ 205,280
Operating Costs	
Equipment Rental and Maintenance (auto)	\$ 15,600
Telecom	\$ 1,370
Taxes and Licenses	\$ 750
Supplies	\$ 6,000
Staff development, training and conferences	\$ 1,000
Occupancy	\$ 20,520
Non labor shared cost allocations	\$ 760
Financial Assistance	\$ 8,000
BRC bed costs	\$ 102,200
Total Non Personnel Operating Costs	\$ 156,200
SUB TOTAL	\$ 361,480
Admin OH Costs	\$ 45,950
Total Admin Costs	\$ 45,950
GRAND TOTAL	\$ 407,430

Exhibit C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.

2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.

3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per occurrence or claim.

Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.

Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.

Crime coverage with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and accepted by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CV 20 38.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above and if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work
4. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

8. Any umbrella or excess Insurance Liability policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor’s primary and excess liability policies are exhausted and before the City’s own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor’s policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale’s Risk Manager.

Verification of Coverage:

The City of Sunnyvale utilizes PINSAdvantge.com (PINS) to track and verify all insurance related documents. The City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. The City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of subcontractor’s insurance shall not relieve Contractor from any claim arising from subcontractors work on behalf of Contractor.