

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND TINA LA PERLE**

**CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM MANAGER
AND HOMELESS OUTREACH COORDINATOR**

THIS AGREEMENT is executed this 1st day of December, 2019, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Tina La Perle, an individual, (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: California Department of Housing and Community Development (HCD) California Emergency Solutions and Housing (CESH) Program Manager and Homeless Outreach Coordinator as fully described in Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence December 1, 2019 and shall be completed by August 31, 2020 unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, One Hundred Two Thousand Seven Hundred and Twenty-Eight Dollars (\$102,728), as more fully described in the budget in Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the 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 misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

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

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Joe Gunter
Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

Tina La Perle
Contractor

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Scope of Work

CESH Program Manager

CESH Program Manager provides set-up guidance and direction to awarded CESH Agencies, fulfillment support, monitoring of progress, and evaluation of this new Pilot Project to reduce homelessness - specific to the Chinatown and Downtown districts. The role will involve extensive collaboration with approximately ten (10) Agencies, including Monterey County Department of Health -Whole Person Care, Community Homeless Solutions (Monterey & San Benito Counties), Central Coast Center for Independent Living, Interim, Monterey County Behavioral Health, the Coalition of Homeless Service Providers, as well as California State University - Monterey Bay (CSUMB), and Coast & Valley Property Management, two sub-contractors, to develop and to execute an innovative bridge housing and service model which empowers and moves those living on the street from unhoused to housed.

Homeless Outreach Coordinator (HOC)

The Homeless Outreach Coordinator (HOC) role provides direct support/aide, continued collaboration across City departments, and assistance to Community Development Department (CDD) to address homelessness. HOC represents City interests at several targeted homeless meetings. HOC chairs the interdepartmental Homeless Coordination Meeting and the Chinatown Town Hall meeting. HOC attends the Coalition of Homeless Service Providers meetings to represent the City's voice in the development of programming to address Continuum and County-wide need, for example an outreach/encampment response team. HOC aides City planning efforts, related to homelessness, such as Chinatown Revitalization Implementation, ESG programming, addresses advocate & constituent concerns, and provides periodic assistance with messaging, public education, and outreach.

Homeless Outreach Coordination Chinatown/Downtown

1. Conduct discovery in Chinatown/Downtown with regard to service provider/s (SPs) current efforts, processes, and outcomes. Grasp what is in place, working, and areas for improved strategy. Keep on-going pulse of global effort.
2. Coordinate and facilitate SPs CESH working group to provide oversight of street outreach or engagement, implementing new ideas/solutions to ensure positive movement, progress towards outcomes, and to oversee the City's interest in reducing homelessness on the street.
3. Co-facilitate weekly CESH case conferencing in conjunction with SPs involved in the project.
4. Focus on engagement of residents residing on the streets of Chinatown/Downtown. Provide intervention, including working closely with Salinas Police Department Homeless Outreach Team (HOT) Officer.
5. Under CESH, provide support to SPs, CSUMB Housing Navigators, and Housing

Locators to enable them to best prep homeless applicants for appropriate housing options. Support the Housing Navigators/Locators in search efforts, as needed.

6. Attend collaborative meetings regarding housing availability/stock/access with other City Staff, County Staff, SPs, landlords, agencies, constituents, and execute necessary follow-up.
7. Attend Coalition and/or targeted homelessness meetings.
8. Assist City Staff with CESH outcome monitoring for Chinatown/Downtown grantees/SPs and provide data integrity & monitoring of HMIS/CARS data.
9. Chair and/or attend targeted City Staff meetings.
10. Assist City Staff with CESH Program Notice of Funding Availability (NOFA), rating and ranking, budget planning and overall program management.
11. Assist City Staff with messaging and community education/outreach, at public meetings, committee meetings, City events, etc... as needed.
12. Assist with reviewing and inputting CESH data in the City's on-line software system City Data Services (CDS).

Budget

Tina La Perle is proposed to work an average of 32 hours per week on scope of work activities and may work up to 40 hours per week periodically, as approved in advance by the City Planning Manager or Designee. Weekdays may be exchanged for weekend/after-hours work as needed and approved by the Planning Manager or Designee. Maintain a flexible work week as needed. City Holidays will be honored as part of this agreement.

Tina La Perle will be compensated at an hourly rate of \$83.75 per hour for a total not to exceed One Hundred Two Thousand Seven Hundred and Twenty-Eight Dollars (\$102,728.00) for the term of this agreement.

Funding Source	Dollar Amount
City CESH Program (Round 1) Administration Funds	\$51,364
California Department of Health Care Services (DHCS) Matching Funds Through County Whole Person Care (WPC) Program	\$51,364
Total	\$102,728