

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND BAY AREA COMMUNITY SERVICES**

SHARE Center Operations

THIS AGREEMENT is executed this 1st day of July, 2021, (“Agreement”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Bay Area Community Services, Inc., a California Domestic Nonprofit (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, as more fully described in Attachment B – Scope of Work, attached hereto and incorporated herein by reference.
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 July 1, 2021 and shall be completed by June 30, 2022 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 compensation for the performance of this Agreement, a total fee not to exceed Four Hundred Thousand (\$400,000) dollars of General Fund and Measure G – CIP 9187 funding, as more fully described in Attachment C – Budget, attached hereto and incorporated herein by reference.

City will require Contractor to process monthly payment requests by way of an “Expense Report” through the City’s online data management system, City Data Services (CDS) (www.citydataservices.net). All costs shall be supported by properly executed invoices, contracts, vouchers, proof of payment or other official documentation evidencing in proper detail the nature and propriety of the charges.

City shall make payment on each Expense Report within thirty (30) days of receipt; provided, however, that if Contractor submits an Expense Report which is incorrect, incomplete or not in accordance with the provisions of this Agreement, City shall not be obligated to process any payment to Contractor until thirty (30) days after a correct and complying Expense Report has been submitted by Contractor. The City shall process undisputed portions immediately. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City.

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 ensure 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 out of this Agreement and 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 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

Steven S. Carrigan
City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

Jaime Almanza, CEO

Attachment A

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.

Attachment B

Scope of Work

A. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Staff and operate the SHARE Center, a twenty-four (24) hour shelter and housing navigation center located at 845 E. Laurel Drive Salinas, CA, in compliance with Occupancy Terms, for the County of Monterey and the City of Salinas in a manner of the utmost cleanliness, with a Housing First, safety-first approach, and with appropriate sanitation practices including custodial services.
2. Ensure Center services are Americans with Disabilities Act (ADA) compliant.
3. Operate the Center under COVID-19 emergency orders, while in affect, including weekends and holidays.
4. Ensure Center is operated as a pet friendly facility in accordance with recommended pet friendly best-practices.
5. Ensure all pets are registered with the Center.
6. Ensure pet owner receives and signs a Pet Notice of Responsibility.
7. Provide security on site, twenty-four (24) hours, seven (7) days per week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Center on the neighboring community.
8. Be responsible for implementing and enforcing a mandatory twenty-four (24) hour, seven (7) days per week no-loitering policy on Center property and minimizing the potential impacts to the surrounding neighborhood and community at-large through community engagement methods.
9. Not permit disruptive guests in the Center who adversely impact the peace and quiet for others.
10. Not allow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
11. Provide clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
12. Provide informal weekly updates including capacity counts and general feedback to maintain strong communication regarding operations and services. CONTRACTOR shall notify the City immediately if the Center fills to capacity.
13. Serve up to one hundred (100) individuals and/or family members in the Center on any given night except when subject to occupancy limitations to comply with Health Department orders.
14. Coordinate the provision of three (3) daily meals for residents. Food may be prepared on-site and obtained through donations from faith-based organizations or other organizations. All dishes and flatware shall be cleaned each night or otherwise (if appropriate) be properly disposed of.

15. Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children. All Salinas Fire Department regulations will be adhered to.
16. Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.
17. Engage and actively participate in the Coalition of Homeless Services Providers to gain access to the Homeless Management Information Services (HMIS) and the Coordinated Assessment and Referral System (CARS) to collect and enter the data elements to adhere to Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies.
18. Employ a manager with a minimum of two (2) years of shelter management experience.
19. Employ Housing Navigators to support the move to permanent housing for residents.
20. Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.

B. SERVICE GOALS:

CONTRACTOR agrees to the following program success measures:

1. Maintain a nightly bed occupancy rate of ninety percent (90%).
2. Exit seventy percent (70%) of clients from SHARE Center beds to permanent housing destinations.
3. Exit one hundred percent (100%) of clients to known destinations.
4. Provide up to twelve (12) months of financial assistance to one hundred percent (100%) of clients receiving short-term rental subsidies using flexible funds.
5. Complete HMIS project entries and exits within seventy-two (72) hours for one hundred percent (100%) of clients served.
6. Maintain one hundred percent (100%) HMIS data completion rate for HMIS Universal Data Elements (UDEs).

Attachment C

Budget

Contractor will perform the above tasks and achieve the above outcomes and goals as submitted in City Data Services for a total amount not to exceed Four Hundred Thousand Dollars (\$400,000). Services will be billed on a monthly basis in accordance with an itemized and approved budget in City Data Services. As this agreement provides only a portion of the funding necessary for SHARE Center operations, services will be provided for a period of time consistent with the Shelter budget in City Data Services.