

**AGREEMENT BETWEEN CITY OF SAN PABLO
AND CONTRA COSTA HEALTH SERVICES**

THIS AGREEMENT made and entered into on December 1, 2018 by and between the City of San Pablo (hereinafter "CITY"), and Contra Costa Health Services, Health, Housing and Homeless Services, a department of Contra Costa County (hereinafter referred to as "CONTRACTOR").

THE PARTIES ENTER INTO THIS AGREEMENT based upon the following facts, understandings and intentions:

CITY desires to contract with CONTRACTOR and CONTRACTOR has agreed to contract with the CITY to provide homeless outreach services in the City of San Pablo, as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. TERM

The effective date of this AGREEMENT is December 1, 2018 and shall terminate on December 1, 2019. The term may be extended for additional one year periods annually thereafter, upon mutual written consent of the parties.

2. SCOPE OF SERVICES

A. CONTRACTOR shall provide County-contracted staff to provide Coordinated Outreach Referral and Engagement (CORE) program services to individuals living in a state of homelessness within the boundaries of the CITY of San Pablo. The primary mission of the CORE program is to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic needs services to, and find permanent housing, for such individuals.

The CONTRACTOR shall employ and utilize its CORE Team (as defined below) to (i) serve as an entry point into the County of Contra Costa's coordinated entry system for unsheltered persons and (ii) work to locate,

engage, stabilize and house chronically homeless individuals and families. The CORE Team will assure the CITY receives an annual minimum of 1080 hours of service from the CORE Team assigned to perform CONTRACTOR's obligations under this AGREEMENT (after observance of holidays). The CORE Team will consist of two individuals who will provide services over the course of the AGREEMENT for at least 20 hours per week. The days and hours of the CORE Team to provide said services are to be determined by the CITY's Chief of Police or his designee. The days and hours will be flexible based on the needs of the CITY's police department and in collaboration with the Richmond Police Department. The CORE Team will be scheduled to provide said services between the hours of 12:00 PM to 8:00 PM, Tuesday and Thursday of each week during the term of this AGREEMENT, based on the needs of the CITY. A member of the CORE Team will check in at the beginning of each shift with the City's Police Department on-duty Watch Commander or Homeless Outreach Officer for assignment. The CITY shall provide the CONTRACTOR the name and contact information of the CITY coordinator.

- 1) At least 1 (one) CORE Team shall be assigned by CONTRACTOR to perform CONTRACTOR's obligations under this AGREEMENT. The CORE Team shall perform the services described herein during their shifts. CORE Teams shall be comprised of at least 2 persons qualified to provide the services described herein. CONTRACTOR warrants and represents that each of the individuals it employs and/or retains to provide the services CONTRACTOR is required to perform hereunder shall (i) possesses the requisite experience and training to competently perform said services (this is not an on-the-job training program for CONTRACTOR's employees), (ii) shall possess the requisite license(s), degrees, and/or approvals necessary to competently perform said services, and (iii), to the extent said individuals shall have supervisory or disciplinary authority over any minor as part of the services to be performed hereunder, said individuals shall undergo a criminal

background check pursuant to Cal. Pub. Resources Code sec. 5164 and pass that check before they are retained by CONTRACTOR to perform services under this AGREEMENT. The background check shall include a Live Scan in which fingerprints are submitted to the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) for a criminal record check.

- 2) Prior to the commencement of the term of this AGREEMENT, CONTRACTOR shall provide a written list of the names and contact information of all persons who the CONTRACTOR intends to employ to perform CONTRACTOR's obligations under this AGREEMENT. At least five calendar days before CONTRACTOR removes or adds any person from or to this list, it shall provide written notice of same to the CITY coordinator along with the name(s) and contact information of the person(s) removed and/or added.

B. Without limiting the generality of the foregoing provisions, CONTRACTOR will perform the following services:

- 1) Identify and initiate contacts with homeless individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, benefits, behavioral health and primary healthcare services.
- 2) Respond to calls for outreach and engagement from the CITY's sworn employees. At the commencement of the term of this AGREEMENT, CONTRACTOR shall provide to CITY a list of the names of persons (and their contact information) who will be assigned to respond to such calls.
- 3) Conduct a standardized intake and needs assessment assuring all homeless individuals contacted are entered into the Homeless Management Information System used by the CONTRACTOR.
- 4) Conduct VI-SPDAT (Vulnerability Index-Service Prioritization Assistance Tool), a housing assessment tool, assuring that homeless individuals who are provided services hereunder are entered into the

Coordinated Entry system for prioritizing their needs for longer term housing.

- 5) Partner with assigned CITY officer(s) during CORE Team work shifts throughout the week as needed and as determined by the CITY coordinator.
- 6) Connect homeless individuals, also designated as “homeless clients”, via phone or in person with other points in the homeless service continuum including, but not limited to, interim housing, substance abuse treatment and mental health counseling, and benefits, etc.
- 7) Perform special assignments to include, but not limited to, homeless counts, Homeless Connect and presentations. The number and nature of said assignments shall be determined by the CITY coordinator who shall timely inform CONTRACTOR of CONTRACTOR’s obligation to perform them.
- 8) Conduct patrols of strategic areas within the CITY’s limit on foot and via vehicle as designated by the CITY coordinator and agreed upon by CONTRACTOR.
- 9) Observe and report threats to the health and/or safety of homeless individuals (or threats by homeless individuals to the health or safety of others) encountered in the field and determine the need to summon uniformed police, fire or other emergency personnel.
- 10) Maintain direct communications with the CITY’s Police Department to report illegal activity.
- 11) CORE Team supervisors and outreach workers will participate in monthly meetings with the CITY’s Police Management, as well as with public and private partners as deemed appropriate by the CITY coordinator.
- 12) CORE Team management will provide Service Impact Reports to the CITY at intervals determined and required by the CITY. The reports will assist the CITY in evaluating outcomes of this AGREEMENT. The

monthly report shall, in detail, describe the services rendered by the CONTRACTOR during the previous 30 days as well as the names of the persons rendering the service.

3. PAYMENT

- A.** CONTRACTOR shall be paid on a monthly basis in arrears after services have been rendered and documented in each monthly invoice on the 15th day of each month, at the rate of \$4943.33 per month not to exceed \$60,570 over the term of this AGREEMENT, unless the term is extended in accordance with the provisions of Section 1. The first payment will include the Housing Assistance Fee of \$1250 for a total initial monthly payment of \$6193.33. The Housing Assistance Fee payment of \$1250 will be made once the contract is executed. Each month thereafter the monthly payment will be \$4943.33.
- B.** The CONTRACTOR shall invoice the CITY each month during the term of this AGREEMENT. Said invoice shall be delivered by CONTRACTOR such that it is received by the CITY at least 10 days prior to the day of each month identified in Section 3(A), above. Each said invoice shall describe the date(s) the services were provided as well as the time(s) spent rendering the services. The monthly report shall, in detail, describe the services rendered by the CONTRACTOR during the previous 30 days as well as the names of the persons rendering the service. In the event a payment is not received by CONTRACTOR within 10 days after the day identified in Section 3(A), CONTRACTOR shall notify CITY and CITY shall have until the end of the same month to make such a payment or as many days as may be otherwise agreed upon by the parties to make payment to the CONTRACTOR.

4. INDEPENDENT CONTRACTOR

- A.** CONTRACTOR is and shall be deemed an independent contractor, and shall have exclusive responsibility for and control over the details and means of providing its services under this AGREEMENT. CONTRACTOR agrees that its services shall be performed with due diligence, competently and in accordance with generally accepted industry practices and as generally

directed by CITY. As an independent contractor, CONTRACTOR and its employees shall not be eligible for any payment, benefits or remuneration of any nature, which the CITY may otherwise provide to its own employees. The flat amount specified in Section 3(A) shall be the only remuneration CITY pays to CONTRACTOR for the latter's performance under this AGREEMENT. All persons, if any, hired by CONTRACTOR shall be employees, volunteers, or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect.

- B. CONTRACTOR shall perform and coordinate all its activities in a timely manner so that the assigned activities will be completed according to any reasonable deadlines imposed by the CITY's police chief or designee.

5. **AUTHORIZED REPRESENTATIVES**

CITY's authorized representatives to administer the terms of this AGREEMENT shall be Chief Ron P. Raman and Lieutenant Brian Bubar. CONTRACTOR'S representative to administer the terms of this AGREEMENT shall be Lavonna Martin and Jenny Robbins. Notwithstanding any other terms of this AGREEMENT, either party may at any time change the designation of representatives upon written notice provided to the other party without this AGREEMENT having to be amended or modified.

6. **AMENDMENT**

This AGREEMENT may not be modified or amended except through written agreement between the parties.

7. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

- A. CONTRACTOR's records and documents pertaining to actual monthly activities within CITY shall be given to CITY by the end of each month, if requested. Such documents will be redacted by CONTRACTOR removing personally identifiable information which is restricted under HIPAA guidelines before they are provided to the CITY. CONTRACTOR is entitled to keep copies of these same items for its internal use and for reporting to

governmental agencies (e.g. HUD and County of Contra Costa) on services rendered to homeless individuals.

- B. CONTRACTOR shall retain said records and documents for the three year period immediately following the termination of this AGREEMENT, and upon reasonable notice from CITY, shall make said records and documents available at a mutually agreeable location in the City of Concord to the CITY for inspection and copying.

8. STANDARD OF PERFORMANCE

CONTRACTOR represents to CITY that CONTRACTOR'S services shall be performed in an expeditious and timely manner and with the degree of skill and care that is required by current, good, sound procedures and practices applicable to the profession which provides the services CONTRACTOR is agreeing to perform hereunder. CONTRACTOR further agrees that the services shall be in conformance with this AGREEMENT.

9. MUTUAL INDEMNIFICATION

- A. CITY shall defend, save and hold harmless and indemnify Contra Costa Health Services, Health, Housing and Homeless Services (H3), and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of CITY hereunder, resulting from the conduct, negligent or otherwise, of the CITY, its agents or employees.
- B. Contra Costa Health Services, Health, Housing and Homeless Services (H3), shall defend, save and hold harmless and indemnify CITY and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of Contra Costa Health Services, Health, Housing and Homeless Services (H3), resulting from the conduct, negligent or

otherwise, of the Contra Costa Health Services, Health, Housing and Homeless Services (H3), its agents or its employees.

10. INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, procure and maintain in full force at all times during the term of this AGREEMENT the following insurance:

- A. Commercial General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.
- B. Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this AGREEMENT providing one million dollars (\$1,000,000) per accident for bodily injury, personal injury, and property damage.
- C. Compliance with State Workers' Compensation Requirements.**
CONTRACTOR covenants that it will ensure itself against liability for Worker's Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the City Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.
- D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:

 - 1)** CITY, its officers, agents, employees, and volunteers are to be covered as additional insured on an endorsement at least as broad as an ISO CG 20 10 (or as an Additional Covered Party as noted on Contractor's insurance certificate) with respect to: Liability arising out of activities and operations performed by or on behalf of CONTRACTOR pursuant to this AGREEMENT and premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the

scope or protection afforded to CITY, its officers, officials, employees, or volunteers.

- 2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.
- 4) The insurance CONTRACTOR is required to obtain hereunder shall provide coverage for CONTRACTOR's liabilities under this AGREEMENT, including but not limited to CONTRACTOR's obligations under Section 9.
- 5) The aforementioned policies shall be issued by an insurance carrier having a rating of Best A:VII or better which is satisfactory to the City Attorney and the CITY's Pooling Authority and evidence of said insurance shall be delivered to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the AGREEMENT may be delivered to CITY. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after the CITY receives notices from the insured of the intent of cancellation or reduction.

11. TERMINATION

- A.** CITY or CONTRACTOR may terminate this AGREEMENT for any reason upon sixty (60) days written notice to the opposite party.
- B.** CITY and/or CONTRACTOR may terminate the AGREEMENT upon ten (10) days written notice if the other party (the “breaching party”) breaches this AGREEMENT and the breach is not cured within ten (10) days after the non-breaching party has delivered written notice to the breaching party notifying the breaching party of the nature of the breach and the steps that must be taken and completed within said ten (10) day period to cure the breach. Upon passage of the said ten (10) day period without the breaching party curing the breach, the AGREEMENT shall be deemed terminated.
- C.** In the event of termination based upon sixty (60) day notice as set forth above, CITY will pay CONTRACTOR for services performed through the effective date of the termination.
- D.** Any records or documents prepared for CITY prior to the effective date of any termination of this AGREEMENT shall be promptly delivered to CITY by CONTRACTOR, subject to Section 7 above.
- E.** The parties acknowledge that the City of Richmond has a similar contract in place with the CONTRACTOR. Taken together, these agreements enable the CITY to contract for at least 16 hours of services per week from the CONTRACTOR and allow the City of Richmond to contract for at least 24 hours of service from CONTRACTOR, thereby splitting the cost of a fulltime CORE Team. Should the City of Richmond terminate its agreement with the CONTRACTOR, or, should the City of Richmond notify the CONTRACTOR of a breach of their agreement, or, should the CONTRACTOR notify the City of Richmond of a breach of their agreement, the CONTRACTOR must simultaneously deliver a copy of any default or termination notice delivered or received by CONTRACTOR and notify the CITY in writing within ten (10) days after the breach or termination of the contract between the CONTRACTOR and the City of Richmond.

12. COMPLIANCE WITH CIVIL RIGHTS

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- A. Equal Employment Opportunity.** In performing under this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.
- B. Nondiscrimination Civil Rights Act of 1964.** CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.
- C. Solicitations for Subcontractors including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by CONTRACTOR of CONTRACTOR's obligation under this AGREEMENT and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

13. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable published Federal, State of California, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services described herein.

14. CHOICE OF LAWS

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may

direct the application of the laws of another jurisdiction.

15. NON-WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in the AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

16. ENFORCEABILITY

In the event that any of the provisions or portions or application of any of the provisions of the AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward affecting the intended purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions or application of any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining provisions or portions or application of any remaining provisions of the AGREEMENT.

17. INTEGRATION

This written AGREEMENT contains the entire AGREEMENT and all understandings between the parties as to the subject matter of this AGREEMENT. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

18. SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or transfer any interest in the AGREEMENT without the CITY's prior written consent, which consent shall be at the CITY's sole discretion. Any attempted assignment

or transfer in breach of this provision shall be void.

19. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the addresses as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY: Chief Ron P. Raman
San Pablo Police Department
13880 San Pablo Avenue
San Pablo CA, 94806
Phone: 510-215-3107

To CONTRACTOR: Lavonna Martin, Director
Contra Costa Health, Housing & Homeless Services
2400 Bisso Lane, Suite D2
Concord, CA 94520
Phone: (925) 608-6700
Lavonna.Martin@cchealth.org

20. AUTHORIZATION TO EXECUTE AGREEMENT

The persons whose signatures appear below warrant and represent that they have been duly authorized by their respective party to execute this AGREEMENT on behalf of that party. They further warrant and represent that the party which they represent has taken the requisite action to approve this AGREEMENT and authorize its execution by the undersigned. The persons whose signatures appear below warrant and represent that this AGREEMENT is a lawful agreement that is binding upon the party which the undersigned represents, enforceable against said party in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in three (3) or more copies as of the date and year first written above.

By: _____ By: _____

Name: Lavonna Martin, MPH, MPA
Title: Director
Health, Housing and Homeless Services

Name: Matt Rodriguez
Title: City Manager
City of San Pablo