

RESOLUTION NO. 23-95

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Professional Services Contract With Operation Dignity, Inc. To Provide Homeless Support Services In An Amount Not To Exceed \$293,830 For Fiscal Year 2023-2024, \$293,830 For Fiscal Year 2024-2025 And \$293,830 For Fiscal Year 2025-2026, For A Total Contract Amount No To Exceed \$881,490

WHEREAS, on May 15, 2018, the City Council adopted Resolution No. 18-47, adopting the updated City of Emeryville Homeless Strategy ("Homeless Strategy"); and

WHEREAS, in order to implement the objectives of the Homeless Strategy, the City requires assistance with homeless outreach, case management, and administration of Rapid Re-Housing Services (together, "Homeless Support Services"); and

WHEREAS, on May 5, 2023, the City issued a Request for Proposals ("RFP") for assistance with Homeless Support Services, and three organizations submitted proposals in response to the RFP on or before the required submittal deadline of May 26, 2023; and

WHEREAS, City staff reviewed the submitted written response materials, and scored the proposals based on scoring criteria set forth in the RFP; and

WHEREAS, based on the results of the review of responses to the RFP, Operation Dignity, Inc. ("Contractor") was determined to be the preferred candidate for award of a contract to provide Homeless Support Services for the City; now, therefore, be it

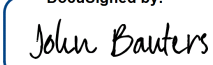
RESOLVED that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Professional Services Contract between the City of Emeryville and Operation Dignity, Inc., in substantial form as attached as Exhibit A to this Resolution, with a term through June 30, 2026 and for amounts not-to-exceed the following per fiscal year: \$293,830 for Fiscal Year 2023-2024, \$293,830 for Fiscal Year 2024-2025, and \$293,830 for Fiscal Year 2025-2026, for total contract amount not to exceed \$881,490; and be it further

RESOLVED that the City Council of the City of Emeryville hereby authorizes the City Manager to execute amendments to the Professional Services Contract with Operation Dignity as may be necessary to ensure delivery of Homeless Support Services for the City, provided such amendments do not substantially increase the obligations of the City thereunder.

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Operation Dignity Contract
City Council Meeting | July 18, 2023
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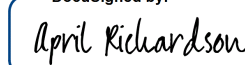
ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 18, 2023, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Welch and Council Members Kaur, Mourra and Priforce
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

C7389F49E2C9458...
MAYOR

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

9AF8F67CE0284D8...
CITY CLERK

DocuSigned by:

2C934D02DB33407...
CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **OPERATION DIGNITY, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for Homeless Support Services; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Services

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **AUGUST 1, 2026**. The Parties may, by mutual, written consent, extend the term of this Contract.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

2. WORK CHANGES

2.1 *City Rights to Change*

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 *Additional Work Changes*

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 *City Manager Execution*

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 *Compensation for Services Performed*

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 *Total Compensation Amount*

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$881,490)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 *Assignment of Contract*

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 *Responsibility of Contractor and Indemnification of City*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 *Independent Contractor*

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$17.48 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

4.14 *California Labor Requirements*

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

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- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Charles Harris** for the City and **Tomika Perkins** for the Contractor:

CITY	CONTRACTOR
Charles Harris Phone No: 510-596-4354 E-Mail : charles.harris@emeryville.org	Tomika Perkins Phone No: 510-287-8465 ext 103 E-Mail : tperkins@operationdignity.org

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
Charles Bryant, Community Development Director 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4361 E-Mail : cbryant@emeryville.org <i>with a copy to:</i> Charles Harris, Community & Economic Development Coordinator II 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4354 E-Mail : charles.harris@emeryville.org	Tomika Perkins, Director of Community Programs and Engagement 318 Harrisons Street, Ste. 302 Oakland, CA 94607 Phone No: 510-287-8465 ext 103 E-Mail : tperkins@operationdignity.org

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is ☐ **required** / ☒ **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:
DocuSigned by:
Christie Crowl, as Acting City Attorney
5F6E58613741458...
City Attorney

Dated: CITY OF EMERYVILLE

City Manager

Dated: 07/05/2023

OPERATION DIGNITY, INC.
DocuSigned by:
[Signature]
ACCE01C84A92436... (Signature)
Iomika Perkins, Director of Community Programs and Engagement

Attach: W-9 Form	Attach: Business License Certificate

Exhibit A; Scope of Work and Budget

A. Scope of Services Provided

1. Outreach Services

a. Engagement and Schedule: Operation Dignity will provide on-site engagement of people experiencing homelessness in Emeryville, offering all services listed in this RFP either directly or by referral (detailed below). Our team will use food (e.g., bagged lunches or snacks), hygiene kits, and other tangible offerings as an engagement tool when visiting people who are unsheltered and will focus on meeting clients where they are while establishing trust slowly and at each client's pace.

Per the attached budget, we are proposing to dedicate 1.12 FTE in direct service staff to this project, including a 1 FTE Outreach Liaison. These staff will be dedicated to Emeryville programs and activities for the FTE listed. We envision that the Outreach Liaison will dedicate a portion of their time in the field to performing outreach to landlords, supporting clients during their post-housing, and taking care of administrative work at our office. The 0.05 FTE Outreach Program Manager will provide leadership and supervision, and will coordinate with Emeryville staff around scheduling, agenda setting, and higher-level needs.

Our staff will have flexible hours in the field each week, covering at least 5 days. Shift schedules will be set in consultation with the City of Emeryville and after initial surveys and an analysis of when most people experiencing homelessness are available and wish to receive services. However, as stated in the RFP, we will include at least one weekend day shift each month. We also suggest concentrating outreach hours in the period between 9:00 a.m. and 5:30 p.m., in order to engage people during business hours (when essential services are still open for referrals). We will inform the Police Dispatch when our team is deploying in the field.

We will also provide our City program officer with the cell phones of outreach leadership, so that the team can be deployed quickly in case of emergency. We will ensure that the schedules agreed upon with the City are staffed, including back-up staffing where needed.

When our team receives notice from Emeryville staff about unhoused individuals or encampments of concern, our Outreach Program Manager will put them on the agenda for the day, including any details about the person or the encampment that will help the team locate them. If the staff finds them, they engage the person and determine what intervention would be most helpful. For example, when requested to engage with families with young children, our team will complete a CES assessment with the head of household and provide a warm hand-off to Family Front Door. If they are not able to locate the individual(s), OD staff will notify the Outreach Program

Manager and will make another attempt later that day or the next. Operation Dignity will apprise the City contact of the outcomes of all encounters, including any necessary follow-up.

We will also offer scheduled appointment times for more one-on-one engagement - If an in-person appointment is needed, our office is accessible through multiple bus lines (including BART and bus lines 18, 62, 12, 72, 72M, 72R) at 318 Harrison Street., Ste. 302 in Oakland. The Outreach Liaison will also use the Oakland office as a base for administrative activities such as data entry and preparation of bagged lunches for distribution; when in the office, they will pause their other activities to assist client drop-ins.

Staffing capacity: Operation Dignity is a 501(c)(3) nonprofit with a nine-person volunteer Board of Directors and senior management team.

Director of Community Services and Engagement Tomika Perkins, who has been with Operation Dignity for more than 19 years; Ivan Magana, the Outreach Program Manager, leads our Homeless Mobile Outreach program and manages the day-to-day activities of the outreach team and supervises the outreach staff.

b.

Outreach methodology: Our philosophy emphasizes establishing trust and rapport with unhoused individuals by offering essential supportive services and implementing a progressive engagement approach. When considering methodological approaches, we also understand that having a familiar face and constancy when providing continuum services allows for ongoing connection building relationships. Our process of conducting effective outreach starts with an initial engagement, which is in the form of meeting a client's immediate needs that can be fulfilled by providing food, water, hygiene kits, cleaning supplies, and desirable necessities. The initial engagement commences with the arrival of staff at a particular site. Upon arrival, Outreach staff announce their presence by checking in with residents in their respective dwellings, distributing supplies, and engaging with encampment residents. The outreach staff checks in with them about any concerns or issues with the encampment; conducts CES assessments and HMIS on anyone who does not yet have one logged into Clarity; offers connections to shelter, health care, document replacement, and other services; and follows up with anyone working on a service intervention (e.g., a resident working on a housing opportunity).

Transportation for clients: Our Outreach team can transport clients to shelters and other services via van or Lyft, which provides critical linkages to clients who often lack their own transportation. The team focuses especially on helping encampment residents become document ready, offering rides to the DMV and Social Services and uploading copies of documents to clients' HMIS profiles for safekeeping. We also transport clients to service appointments at local clinics, the Social Services office, housing opportunities, shelter spaces (especially in extreme weather) or job fairs or interviews. Depending on the team's schedule, they are usually able to accommodate ride requests same-day or will make an appointment to have the client picked up at a later time. Depending on vehicle availability, we will take Emeryville clients to their service appointments, or (if a

vehicle is not available) will use Emerging Needs funds to offer transit tickets or taxi/rideshare vouchers.

CES Assessments: Operation Dignity has worked with the City of Oakland to implement Coordinated Entry since the City received CES county funding in 2017. Even before that, we worked on initiatives such as Home Stretch, AC Impact, and OPRI, that involved targeting highly vulnerable encampments and/or individuals and engaging them into housing services. In the last three years, we have incorporated the CES components, including assessments, and housing problem solving, into our outreach services.

The team enters assessments directly into HMIS in the field using their phones, or completes them on paper if phones are not available and enters the information within 48 hours. The Outreach worker also works with clients to help them become document ready for housing; using the Document tab in HMIS, they upload photos of the client's document (such as ID, documentation of homeless history, or income statement) into their HMIS record, making them easier to replace in case of loss or theft. We will also log client locations into HMIS so that they can be found quickly if needed.

All outreach staff are trained in Alameda County's Housing Problem Solving tool and complete it with each participant they assess. Most individuals that our outreach team encounters on the street are highly vulnerable, but not so vulnerable as to score high enough on the CES assessment to qualify for permanent supportive housing. We use Housing Problem Solving to help these individuals explore options for non-subsidized housing that would end their unsheltered status. In FY22, outreach provided 8 individuals with reunification funds to assist in reconnecting with family or friends. Outreach also helped an additional 9 individuals who participated in the rapid rehousing in the first two quarters of FY23.

2. *Linkages*

Operation Dignity has extensive history in coordinating with supportive services to support our outreach clients, and will work collaboratively with the City of Emeryville and our local partners to provide clients with the services they need, including, but not limited to, referrals to medical services.

We coordinate with medical providers (such as Roots, Health Care for the Homeless, and Lifelong Medical Care) to connect participants to health care services. We have also worked closely with Alameda County Public Health to offer information about prevention to individuals who are homeless and unsheltered in Emeryville and Oakland, to refer them to shelters and other interim housing options, and to distribute hygiene supplies, such as bleach spray, garbage bags, and other materials, to help encampment leaders keep their sites clean. We have worked with the City of Emeryville to monitor and identify new and existing encampments by providing prompt feedback if needed and referrals to services for residents.

Because of our experience in street outreach, Operation Dignity has been asked to take part in multiple collaborative streets-to-housing efforts. We were the lead outreach

agency for AC Impact and OPRI, both of which saw the City of Oakland partnering with local housing authorities, police departments, and service providers to identify more than 100 vulnerable unsheltered households and offer them permanent supportive housing. We also worked with the VA and three local agencies in a Supportive Services for Veteran Families collaboration between 2011 and 2015, serving between 100 and 200 veterans each year. In all these collaborations, Operation Dignity actively engaged unsheltered people and connected them to housing.

We collaborated with Health Care for the Homeless to provide prevention information and locations for vaccines. Likewise, we coordinated a ride along which included a benefits specialist and LCSW from Social Services to help identify people in encampments who needed mental health/substance use services and helped them apply for GA, CalFresh, and other benefits. Finally, at the height of COVID, the team distributed masks, gloves, sanitizers, etc., along with information about local shelters, quarantine hotels, and drop-in centers to help reduce exposure and spread of the virus by remaining outside.

We work closely with shelter providers, including St. Vincent de Paul, EOCP, and Community Cabin providers (Roots, Family Bridges, and HCEB), to refer people from the street to shelter and keep shelter beds full. In addition, we coordinated with the Alameda County Complete Count Committee and other homeless providers to coordinate outreach for the 2020 Census, including helping clients apply for enumerator positions to increase their income. We have also worked with Caltrans to streamline job applications for people experiencing homelessness, helping them apply for state jobs with excellent advancement prospects.

Because of our experience with outreach and our knowledge of the local unsheltered population, we often provide trainings and field visits to other agencies. For example, in the past two years, we have done trainings/field visits with the VA, Social Services, Health Care for the Homeless, Roots, Housing Consortium of the East Bay, Kaiser Permanente's former CEO and senior staff, the director of Caltrans, State Assemblymember Buffy Wicks, and EveryOne Home. Operation Dignity has helped identify sites and homeless peer guides for biennial Point-in-Time counts for more than 10 years. In the 2022 count alone, our team escorted the mayor, her team, and several members of the press. We have also hosted elected officials and dignitaries at our shelter sites to demonstrate our best practices, including staff members of local legislators and the governor's team; city representatives from Santa Clara, Fairfield, and Sacramento; and executives from Kaiser, Caltrans, Target, and more.

Operation Dignity has expanded our partnerships with community groups and individuals to bring in additional resources for our street outreach programs. We secured more than \$60,000 worth of in-kind donations of food from Amtrak, El Cerrito Natural Grocery, and local community groups that we use to leverage the food funds we receive from the City of Emeryville. We work with schools and faith communities who provide hygiene kits, socks, and other basic needs items, as well as monetary donations.

Operation Dignity will connect clients to medical services through referrals to one of our

medical partners, rather than through a roving medical worker. Our 1 FTE Outreach Liaison, 0.05 FTE Outreach Program Manager, and 0.07 FTE Program Director will monitor outreach clients for potential medical issues and check in with them about the health care they are currently receiving, if any. For clients who work with the Outreach Liaison on a Housing Stability Plan, the Outreach Liaison will help them connect to a “health care home” and primary doctor (if the client does not already have one). The Outreach Liaison will also support the client to apply for health insurance (e.g Medi-Cal or Medicare, depending on eligibility).

We will refer clients to our established health care partners, including Roots Community Health, LifeLong Medical Care, and West Oakland Health Center. Occasionally, these partners have come on outreach with us to visit a particularly vulnerable client in the field. These clinics provide primary, mental, and behavioral health care, as well as referrals to specialized care. If needed, we can transport clients to medical appointments in our outreach van or assist them with transit vouchers from the Emerging Needs Fund. The Outreach Liaison will ensure that a signed client Release of Information is on file if the client is willing to have the Outreach Liaison help coordinate their care. The Outreach Liaison will also support the client in securing documentation for opportunities where a health condition may be relevant (e.g., HOPWA funded housing, or a Home Stretch opportunity requiring a disability).

3. Case Management & Housing Preparation

We will provide housing navigation and case management to engaged clients through this project. We anticipate that the Outreach Liaison will carry a caseload of 25-35 clients at a time, including a mix of those in housing search and those placed in housing with Rapid Re-housing funds. The Outreach Liaison will continue to provide lighter-touch services (such as document readiness support and shelter referrals) to clients who decline case management at a given time, to continue building a rapport and engaging the client in case management eventually.

4. Encampment Resolution

We aim to provide focused outreach to encampments at the City's request and attend encampment interventions. Operation Dignity assists City staff with personal property documentation (release of property waivers), informing clients of bag/tag activities, and communicating with clients on retrieving personal property that the City stores. Operation Dignity will also be supplying cleaning materials (bags, instructions, encouragement) for residents to maintain clean sites and information to properly dispose of garbage. Operation Dignity engages residents in harm reduction outreach by providing essential items and case management as needed. We keep detailed documentation on encampment resolution activities, including contacts with impacted clients, services offered, and client responses. All information about individuals at encampment sites is regularly logged and updated in HMIS.

5. General Administration, Meetings, & Regional Coordination

Operation Dignity will draw on our expertise in managing public contracts and programs

for more than 29 years to offer effective and high-impact program management and collaboration with the City of Emeryville. We will comply with all standards listed in the RFP, including communication with City staff and Emeryville police around our outreach schedule; having staff identify themselves as with Operation Dignity by carrying and distributing business cards; monthly reporting and invoicing; and monthly meetings with City staff and other stakeholders.

Knowledge of local laws and codes: Our team has detailed knowledge of local laws and codes that apply to street outreach and housing navigation. We train our outreach staff in best practices such as Harm Reduction, Housing First, client privacy, coordinated entry system assessment, trauma-informed care, motivational interviewing, and progressive engagement. We send all staff to Clarity HMIS training within a month of hire, so that they understand how to handle client data securely. For Housing Navigator staff specifically, we offer trainings on Housing Quality Standards, tenant rights and rent laws, HUD guidelines, and working productively with landlords and property managers. During the COVID-19 pandemic, we kept our staff abreast of Public Health recommendations, physical distancing guidelines, and eviction moratoriums.

Finally, we are also accustomed to working collaboratively with a variety of City services, including Police Departments, Public Works, and Human Services, respecting the roles of City staff while supporting their work and the safety and wellbeing of homeless residents. For example, in 2022, we worked productively with the cities of Oakland and Emeryville to assist with the mitigation of the encampment behind the Home Depot near the Oakland/Emeryville border and transported residents and their belongings to shelter.

Reporting and Invoicing: We will work with the City of Emeryville to identify its monthly reporting and invoicing needs:

Operation Dignity has the systems, training, and procedures in place to fully meet all reporting requirements under this RFP. We currently provide monthly outreach reporting and invoicing to our funders in Oakland and Emeryville, and have dedicated systems for tracking data and spending in place.

We will equip the team with a computer and phone to use in the office and field to help collect data, including CES assessments and other HMIS information. We also keep a detailed log of the sites visited each day (e.g., “Telegraph under 580” or “Powell Street”), the number of people at each site, and the number of lunches and other items distributed.

In our most recent Oakland report (Q2 FY22), staff had entered 97% of data within three days of collection. The Outreach Program Manager regularly reviews data entry into HMIS to check for consistency and accuracy. Outreach members also collect substantial data that we report on separately to our funders; site profile data and client feedback; and referrals to other providers.

We have strong controls in place for financial tracking, managing a \$8M budget that

includes sixteen grants and contracts across the public and private sector. Our 2 FTE accounting team (full-time Director of Finance and Bookkeeper) tracks receipts and ensures that all spending is allocated to the correct grant and line item. We use QuickBooks to effectively monitor spending and cost allocation. Our timesheets let staff quickly identify which project and grant they have spent their time on, so that payroll can be attributed to the right grant.

We currently administer “flex funds” (client support funds akin to Emeryville’s Emerging Needs fund) through several Oakland and Emeryville budgets, and have standard forms that we use to track spending on client assistance. We will work with the City to provide the documentation needed to ensure that these funds are being used effectively and with the greatest impact on clients’ housing readiness.

Commitment to Equity and Inclusion: We actively take steps to advance equity and inclusion throughout our outreach program and organization. Recognizing that people with lived experience of homelessness have the most meaningful input into the services they need, we seek to incorporate client feedback into our outreach services. When conducting site profiles, our outreach team asks encampment residents what additional services would best support them, and communicates these requests (e.g., more water, more frequent trash pickup) to the City. This feedback from clients has helped shape homelessness policies (for example, leading to the implementation of more portable toilets and dumpsters at large encampments). We have also helped participants apply for jobs where their expertise and input will be valued, such as serving as paid guides during the 2022 Point-in-Time Count, or enumerators in the 2020 Census.

We incorporate client voices at all levels of our organization: our Board includes a formerly homeless client of Operation Dignity, and several of our staff members have been homeless, struggled with addiction, or had other experiences that help them build authentic, empathetic rapport with the population we serve.

Meeting Coordination: Operation Dignity will participate fully in all North County Hub meetings. Our Outreach Team will coordinate with other shelter and transitional housing providers, and related services. We also take part in weekly meetings to discuss the veteran section with our CoC, the VA, and other veteran providers. We will provide documentation of meeting attendance and related travel to the City upon request.

Operation Dignity will participate fully in all North County Hub CES Operations Meetings. We have been an essential CES planning and operational partner to the City of Oakland since 2017. We will have staff attend monthly meetings with City staff to discuss coordination with City services, general barriers and challenges that clients are facing and how we are working to address them, program updates, and other topics that the City wishes to cover. We currently attend monthly provider meetings in Oakland and Emeryville specifically covering street outreach efforts and bringing together City departments, providers, faith communities, and other stakeholders.

We will provide documentation of meeting attendance and related travel to the City upon

request.

6. *Housing Navigation*

Identifying and Engaging Landlords: The Outreach Liaison will outreach to local landlords, building on our current experience in landlord engagement to open scattered-site units to Emeryville clients. In the last two years, we've connected with ~80 landlords to engage and access units for our unhoused clients.

Our current Outreach Liaison find landlords via online apartment postings, landlord and realtor associations, and referrals from other landlords and affiliate organizations. The Outreach Liaison views the unit(s) the landlord offers, explains the process of accepting clients with rental assistance, and addresses concerns the landlord may have about renting to formerly homeless people or taking rental assistance. The Outreach Liaison will also run through a basic Housing Quality Standards (HQS) inspection checklist with the landlord, to identify any issues that may prevent the landlord from accepting housing subsidies (particularly if the landlord is new to accepting subsidies).

Matching Client and Landlord: Once the landlord has agreed to offer the unit to our participants, the Outreach Liaison then works with their clients to have them view the unit. The Outreach Liaison will help the participant prepare for landlord interviews by helping them prepare for commonly asked questions; identifying clothing resources; transporting them in an outreach van or offering transit vouchers; and offering to be there with the client if they would like.

When clients find a unit and landlord that is willing to rent to them, the Outreach Liaison will help the client identify any move-in or household assistance and provide referrals such as Season of Sharing or other private donations. The Outreach Liaison will do a close read and review of the client's lease with them (and their landlord, potentially at a separate meeting), to ensure that they fully understand all the terms of their rental agreement. The Outreach Liaison will review the most common areas of rental issues and complaints, including terms around unit cleanliness, noise, and rent payment dates, in particular detail. Together, the client and Outreach Liaison will prepare a budget inclusive of rent, utilities, and other housing costs, and will set up a calendar showing when various payments are due. If the client is unbanked, the Outreach Liaison will help them set up a no-fee bank account to make it easier (and cheaper) to make regular payments.

The Outreach Liaison will work with the landlord to ensure that all rental paperwork, including lease agreement and W-9, are in order before the client moves in. The Outreach Liaison will also provide the landlord with a detailed schedule of what to expect: when they will receive Operation Dignity's share of the rent, how the rapid re-housing taper works and on what schedule; and any other regulatory information. The Outreach Liaison will also make sure the landlord knows how to contact them if an urgent issue comes up, including a number to call overnight and on weekends if there is a crisis outside business hours. The Outreach Liaison will plan to meet regularly with the landlord during the post-housing follow-up period, to identify potential concerns, and

to advocate for the client as needed.

Initial Engagement: As stated in the RFP, our outreach team will work with clients in Emeryville to engage them in a needs assessment and housing-focused case management. The Outreach Liaison will complete a CES assessment with all clients who agree to have one taken. For clients who initially refuse, our team will periodically ask them again as they build a trusting relationship. The outreach team will also check in with clients about any who wish to enter shelter, or about other needs they may have (such as applying for a new ID). The outreach team will provide these services (ID vouchers, help accessing shelter, etc.) whenever possible, in order to help clients move toward housing readiness and build trust and rapport.

Housing Stability Plan: Once clients are engaged, our team will work with them on creating a Housing Stability Plan. This plan will identify the client's housing goals, such as securing a subsidy or moving back in with family; potential barriers to those goals, such as lack of income or a mental health issue; and steps to address those barriers. The Outreach Liaison will use the information gathered during the CES assessment and their initial engagement with the client to help inform the plan.

For example, if someone wishes to reunify with family, but had previously been asked to leave home because of their anger management issues, the Outreach Liaison and client might set steps of having the client attend anger management classes or groups. For someone seeking to build income, the Outreach Liaison and client might identify potential for either employment income (if the client is of working age and able to work), and/or benefits income (e.g., if they are eligible for SSI/SSDI but not receiving it). The Housing Stability Plan will form the backbone of the Outreach Liaison and client's relationship, helping them see where the client is on track to meet goals, where they need assistance, and where their goals may change over time.

Working with Clients with Specific Housing Barriers: Our team has significant experience working with clients who are struggling with substance use, which can frequently be a major barrier to pursuing housing. The Outreach Liaison will use motivational interviewing to help keep residents focused on their long-term goals, taking a harm reduction approach to mitigating the effect substance use has on their housing search. In their Housing Stability Plan, the Outreach Liaison and client will identify the client's goals around mitigating or ending their substance use. The Outreach Liaison will meet the client where they are, while also helping them think long-term about how their substance use may affect their success in housing.

For residents who do have sobriety as a goal, the Outreach Liaison will locate nearby AA and NA meetings and encourage residents to make use of these support systems. Operation Dignity has a resident-facilitated AA group at one of our housing sites and keeps a list of other AA/NA meetings in the area to which we refer clients. We also have strong referral relationships with local mental health and substance use providers, including LifeLong Medical Care, West Oakland Health Center, and Roots Community Health, and will connect Emeryville clients to these providers. If clients are interested in seeking inpatient detox, we will also refer to Cherry Hill.

For clients with mental health barriers, the Outreach Liaison will again provide referrals to our partner agencies and focus on harm reduction and motivational interviewing with clients. The Outreach Liaison will also assist the client in documenting the mental health diagnosis, so that they can be eligible for PSH opportunities set aside for persons with disabilities. If needed, the Outreach Liaison can also work with the client and their health care provider to support the client in managing medications (such as setting up a daily appointment at their health care provider, if convenient) and ameliorating symptoms (such as working with the client on breathing exercises or cognitive behavioral treatment techniques). Finally, we will make a special effort to help people with mental health concerns access shelter or transitional housing options, so that they can benefit from a stable place to sleep and on-site support.

If clients are at risk of or escaping domestic violence, the Outreach Liaison will refer them to domestic violence and family resources, including (if applicable) women's and family shelters for DV survivors. The Outreach Liaison can also help clients struggling with domestic violence to create a safety plan (such as saving a DV hotline in their phone or setting up a code word to request help) or assist them in obtaining a restraining order.

Helping Clients Build Income: To help participants gain enough income to maintain their housing after placement, the Outreach Liaison will connect the participants on their caseloads to benefits and employment. When developing the Housing Stability Plan, the Outreach Liaison will gather each participant's income information and help them determine eligibility and apply for various benefits, including SSI/SSDI, General Assistance, SNAP/CalFresh, unemployment benefits, and health insurance.

For participants seeking employment, the Outreach Liaison will provide referrals to (among others) vocational training at Goodwill, Rubicon, and the Bread Project; job placement at the Oakland Private Industry Council, Swords to Plowshares, and Alameda Point Collaborative; professional clothing at Wardrobe for Opportunity; and other local services.

For clients who are currently employed (as we understand from the RFP that this is a significant segment of the unhoused population in Emeryville), the Outreach Liaison will help them identify ways to increase their income, such as by adding hours to their current job, seeking a second part-time job, or looking for a job in their field that offers more money.

Document Readiness: The Outreach Liaison will document all housing stability plans, CES assessments, notes, referrals, and housing search logs in the resident's file (kept securely at our main office in a locked cabinet) and/or in HMIS. Operation Dignity will work with participants to help them collect the documents they need for housing, including an ID, income documentation, proof of any disabilities, homelessness status, etc. Operation Dignity will connect clients to programs that can provide mail assistance; make copies of their documents for their file, and scan a copy to be saved as an electronic back-up; and offer rides or bus tickets to help clients access the DMV, their

doctor, or other services.

Housing Search: The Outreach Liaison will inform the client of housing opportunities that come up and for which the client is eligible. These may include private landlord units, as well as larger affordable housing developments. They will keep track of the housing opportunities for which the client has applied, their status, and their outcome in their case notes, and encourage the client to track them as well (e.g., if they can keep a list on their phone).

The Outreach Liaison will also help the client sign up for Housing Authority waiting lists, interest lists with housing developers, and other distribution lists to learn about future opportunities. Depending on the client's technology access (e.g., a personal phone or tablet, or if they feel comfortable using a computer at a library), the Outreach Liaison will help them use craigslist and other housing sites to find opportunities themselves. Finally, the Outreach Liaison will ensure that the client's CES assessment stays up to date to accurately reflect their vulnerability and housing needs.

Promoting Housing Stability: Once the client has secured housing, the Outreach Liaison will work with the client to identify potential barriers to housing stability (e.g. having no history of cooking for themselves, mental health, or substance use) and will help the client tackle them one by one. For example, for clients who do not cook, the case manager can help them sign up for Meals on Wheels (if they qualify), or find healthy, low-cost options for freezer meals. For clients with mental health or substance use issues, the Outreach Liaison can help them identify harm reduction options depending on where they are in stages of change. If they are participating in a support group or have a sponsor, the Outreach Liaison can help them make a plan to call someone if they are experiencing distress. If the client is still actively using, the Outreach Liaison can use motivational interviewing to remind them of how hard they worked to find housing and can help the client identify ways to make their use safer, such as not drinking or using alone. The Outreach Liaison will continue to engage the client on any substance use or mental health concerns during the follow-up period, to help the client make a successful transition to other community services once the Outreach Liaison follow-up is over.

If the client encounters problems with their landlord or housing specific to tenant rights, the Outreach Liaison will provide referrals to free or very low-cost legal services, such as the California Fair Housing Hotline and East Bay Community Law Center, to help the client learn more about their rights. If the client desires, the Outreach Liaison can participate in the first few meetings with these organizations, while leaving the client fully in control of the relationship.

If a client has a housing issue that is not yet at a legal threshold (e.g., the client likes to play music at night, but a neighbor is complaining to the landlord about the noise), the Outreach Liaison will work with the client to brainstorm solutions that de-escalate potential conflicts while still supporting the client's needs. In the example above, the client might try listening through headphones or agreeing to specific "quiet hours" with their landlord and neighbor. In these situations, the Outreach Liaison can help the client

practice using negotiation and communication skills to resolve potential problems before they escalate to a situation that threatens their housing stability.

a. Support to Maintain Housing:

Operation Dignity hereby affirms that the Outreach Liaison duties will include the following:

- As stated in the RFP, we will provide Rapid Re-housing services to 5-6 Emeryville clients at a given time. We are proposing that our Outreach Liaison provide three months of post-housing support to client households, in order to assist clients in stabilizing in their new housing. With this schedule, the Outreach Liaison will both be able to help clients make a successful transition to a new home and have time to also work with clients who are on the street and in housing search.
- While working with clients on their Housing Stability Plans, the Outreach Liaison will help them identify what level of housing affordability they need and help them find a unit that meets their criteria. If a client has needs greater than a short-term RRH subsidy can meet, the Outreach Liaison will help them identify a longer-term affordable option, such as Section 8, or assist them in seeking permanent supportive housing.
- We will work with the City to finalize the level and time period of the rental assistance, and to communicate that clearly to clients and landlords. Since some clients may receive more than three months of rental assistance, our Outreach Liaison will prioritize their three months of follow-up support to help clients build their own network of services. The Outreach Liaison will use Critical Time Intervention-type methods to support clients in locating and connecting with community resources that will help them sustain their housing after care management ends.

7. Emerging Needs Program

The City intends to provide an Emerging Needs Fund to cover the immediate needs of people experiencing homelessness as well as address public health issues and emergencies related to homelessness. These funds will be allocated for needs such as utility deposits, pest infestations, bed bug infestation replacement needs, vaccinations, mobile healthcare van stops, shelter slots, service incentives and similar items, to be administered by selected service provider. Individuals will work directly with City staff to access these funds. Other service providers may also apply for these funds to assist their clients who are experiencing homelessness in Emeryville that are not being directly served by the selected service provider. The selected service provider will administer the funds to Emeryville clients and service providers, as applicable, through requesting preapproval of fund use through submittal of a form as determined by the Funds are not to be used for gift cards or certificates that may be used as a form of tender for services other than for which they are intended.

B. Budget.

The following budgets are shown for each fiscal year to demonstrate consistency of costs and include line item details. Budgets are maximums and assumed to already account for anticipated cost increases over the Contract term as built into the base line budgets. The annual budgets are followed by one, comprehensive, budget showing total contract costs per fiscal year. Budget Documents attached:

- FY 2023-2024
- FY 2024-2025
- FY 2025-2026
- Comprehensive Contract Budget

Budget; FY 2023-2024

Organization Name:	Operation Dignity				
Project Title:	Rapid Rehousing (RRH) & Emerging Needs (EN)				
Budget Contact Name & Phone:	Tomika Perkins (510) 287-8465 x103				
	Annual 1yr Budget				
BUDGET CATEGORY					
STAFF SALARIES	Staffing/ Ops				
		Housing Navigation	Program Admin	Regional Coordination	Narrative
Executive Director	\$ 1,061		\$ 530	\$ 530	To cover high-level coordination with the City 0.005 FTE
Chief Administrative Officer	\$ 722		\$ 361	\$ 361	To cover high-level human resources support 0.005 FTE
Director of Finance	\$ 662		\$ 331	\$ 331	To cover high-level billing and invoicing support 0.005 FTE
Development & Contracts Manager	\$ 607		\$ 303	\$ 303	To cover high-level development & contract support 0.005 FTE
Program Director	\$ 9,114	\$ 4,101	\$ 4,101	\$ 911	To provide high-level planning and implementation support .07 FTE
Outreach Program Manager	\$ 4,303	\$ 1,936	\$ 1,936	\$ 430	To provide day-to-day leadership of the outreach team 0.05 FTE
Outreach Liaison	\$ 66,556	\$ 29,950	\$ 29,950	\$ 6,656	To provide housing search support, housing stability planning, landlord outreach, and rapid re-housing support 1 FTE
Office Manager	\$ 525		\$ 525		To assist with drop-in clients and calls to the office. ~0.01 FTE
Bookkeeper	\$ 3,278		\$ 3,278		To prepare invoices and manage grant spending .05 FTE
SubTotal	\$ 86,827	\$ 35,988	\$ 41,317	\$ 9,523	
Fringe Benefits (24%)	\$ 20,839	\$ 8,637	\$ 9,916	\$ 2,286	Benefits include health and wellness, payroll taxes, and unemployment insurance
Total Staff Salaries	\$ 107,666	\$ 44,625	\$ 51,233	\$ 11,808	FY 23-24
Operations					
Vehicle	\$ 3,558	\$ 1,601	\$ 1,601	\$ 356	Repair and maintenance for Contractor's outreach vehicle.
Gasoline	\$ 1,525	\$ 686	\$ 686	\$ 153	\$250 in monthly gas costs for our outreach vehicle.
Insurance	\$ 3,172	\$ 1,427	\$ 1,427	\$ 317	Insurance for our vehicle and office space.
Team Supplies	\$ 3,558	\$ 1,601	\$ 1,601	\$ 356	Includes gloves, safety boots, and other outreach supplies for staff.
Office expense	\$ 1,288	\$ 580	\$ 580	\$ 129	Includes computer, paper, writing materials, ink, and copying costs.
Office rent	\$ 5,083	\$ 2,287	\$ 2,287	\$ 508	Prorated rent for our office
Telephone/ Cell	\$ 1,525	\$ 686	\$ 686	\$ 153	Cell phone/tablet coverage for use in the field
Payroll Fees	\$ 203		\$ 203		Fees for program staff.
Employee travel	\$ 305		\$ 305		Mileage for staff to travel to meetings, trainings, and other appointments.
Flex funds					
Rapid Rehousing Annual	\$ 120,000				Reimbursements-based for funds expended related to housing placements;
Emerging Needs Annual	\$ 30,000				Reimbursement-based for funds expended related to supportive services
Subtotal – Flex Funds	\$ 150,000				Annual Flex Fund Maximum budget
Subtotal-Operations	\$ 20,217				FY 23-24
Total Direct Expenses	\$ 127,883				
Subtotal - Indirect Expenses	\$ 15,947				12.47% (federally approved rate)
YEARLY TOTAL	\$ 293,830				

Budget; FY 2024-2025

Organization Name:	Operation Dignity				
Project Title:	Rapid Rehousing (RRH) & Emerging Needs (EN)				
Budget Contact Name & Phone:	Tomika Perkins (510) 287-8465 x103				
	Annual 1yr Budget 24-25				
BUDGET CATEGORY					
STAFF SALARIES	Staffing/ Ops				
		Housing Navigation	Program Admin	Regional Coordination	Narrative
Executive Director	\$ 1,061		\$ 530	\$ 530	To cover high-level coordination with the City 0.005 FTE
Chief Administrative Officer	\$ 722		\$ 361	\$ 361	To cover high-level human resources support 0.005 FTE
Director of Finance	\$ 662		\$ 331	\$ 331	To cover high-level billing and invoicing support 0.005 FTE
Development & Contracts Manager	\$ 607		\$ 303	\$ 303	To cover high-level development & contract support 0.005 FTE
Program Director	\$ 9,114	\$ 4,101	\$ 4,101	\$ 911	To provide high-level planning and implementation support .07 FTE
Outreach Program Manager	\$ 4,303	\$ 1,936	\$ 1,936	\$ 430	To provide day-to-day leadership of the outreach team 0.05 FTE
Outreach Liaison	\$ 66,556	\$ 29,950	\$ 29,950	\$ 6,656	To provide housing search support, housing stability planning, landlord outreach, and rapid re- housing support 1 FTE
Office Manager	\$ 525		\$ 525		To assist with drop-in clients and calls to the office. ~0.01 FTE
Bookkeeper	\$ 3,278		\$ 3,278		To prepare invoices and manage grant spending .05 FTE
SubTotal	\$ 86,827	\$ 35,988	\$ 41,317	\$ 9,523	
Fringe Benefits (24%)	\$ 20,839	\$ 8,637	\$ 9,916	\$ 2,286	Benefits include health and wellness, payroll taxes, and unemployment insurance
Total Staff Salaries	\$ 107,666	\$ 44,625	\$ 51,233	\$ 11,808	FY 24-25
Operations					
Vehicle	\$ 3,558	\$ 1,601	\$ 1,601	\$ 356	Repair and maintenance for Contractor's outreach vehicle.
Gasoline	\$ 1,525	\$ 686	\$ 686	\$ 153	\$250 in monthly gas costs for our outreach vehicle.
Insurance	\$ 3,172	\$ 1,427	\$ 1,427	\$ 317	Insurance for our vehicle and office space.
Team Supplies	\$ 3,558	\$ 1,601	\$ 1,601	\$ 356	Includes gloves, safety boots, and other outreach supplies for staff.
Office expense	\$ 1,288	\$ 580	\$ 580	\$ 129	Includes computer, paper, writing materials, ink, and copying costs.
Office rent	\$ 5,083	\$ 2,287	\$ 2,287	\$ 508	Prorated rent for our office
Telephone/ Cell	\$ 1,525	\$ 686	\$ 686	\$ 153	Cell phone/tablet coverage for use in the field
Payroll Fees	\$ 203		\$ 203		Fees for program staff.
Employee travel	\$ 305		\$ 305		Mileage for staff to travel to meetings, trainings, and other appointments.
Flex funds					
Rapid Rehousing Annual	\$ 120,000				Reimbursements-based for funds expended related to housing placements;
Emerging Needs Annual	\$ 30,000				Reimbursement-based for funds expended related to supportive services
Subtotal – Flex Funds	\$ 150,000				Annual Flex Fund Maximum budget
Subtotal-Operations	\$ 20,217				FY 24-25
Total Direct Expenses	\$ 127,883				
Subtotal - Indirect Expenses	\$ 15,947				12.47% (federally approved rate)
YEARLY TOTAL	\$ 293,830				

Budget; FY 2025-2026

Organization Name:	Operation Dignity				
Project Title:	Rapid Rehousing (RRH) & Emerging Needs (EN)				
Budget Contact Name & Phone:	Tomika Perkins (510) 287-8465 x103				
	Annual 1yr Budget 25-26				
BUDGET CATEGORY					
STAFF SALARIES	Staffing/ Ops				
		Housing Navigation	Program Admin	Regional Coordination	Narrative
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Total Direct Expenses	\$ 127,883				
Subtotal - Indirect Expenses	\$ 15,947				12.47% (federally approved rate)
YEARLY TOTAL	\$ 293,830				



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **OPERATION DIGNITY, INC.**

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, 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 or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☐ **Construction Specific**

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

\$1,000,000.00 per accident for bodily injury and property damage.

☐ **Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☐ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

Attach:
Insurance Certificate and Endorsements