

## RESOLUTION NO. 20-44

**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 Outreach And Housing Navigation Team Services In An Amount Not To Exceed \$12,326 For Fiscal Year 2019-2020, \$294,375 For Fiscal Year 2020-2021, \$305,384 For Fiscal Year 2021-2022, And \$305,384 For Fiscal Year 2022-2023. For A Total Contract Amount Not To Exceed \$917,469**

**WHEREAS**, on May 15, 2018, the City Council passed 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 Outreach Services"); and

**WHEREAS**, on March 6, 2020, the City issued a Request for Proposals ("RFP") for assistance with Homeless Outreach Services and two organizations submitted proposals in response to the RFP on or before the required submittal deadline of April 10, 2020; and

**WHEREAS**, City staff reviewed the submitted written response materials, conducted follow up interviews with the proposing organizations, 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 Outreach 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 from June 15, 2020 through June 30, 2023 and for amounts not-to-exceed the following per fiscal year: \$12,326 For Fiscal Year 2019-2020, \$294,375 For Fiscal Year 2020-2021, \$305,384 For Fiscal Year 2021-2022, and \$305,384 For Fiscal Year 2022-2023, for a three-year, two week, term and total amount not-to-exceed \$917,469; 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 not involving additional compensation, as may be necessary to ensure delivery of Homeless Outreach Services for the City.

Resolution No. 20-44  
Operation Dignity Professional Services Contract for Homeless Outreach  
City Council Meeting | June 9, 2020  
Page 2 of 2

**ADOPTED** by the City Council of the City of Emeryville at a special meeting held Tuesday, June 9, 2020, by the following vote:


<p>AYES:        5</p> <p>NOES:        0</p> <p>ABSTAIN:    0</p> <p>ABSENT:     0</p>	<p>Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina</p> <hr/> <hr/> <hr/> <hr/>
---	--

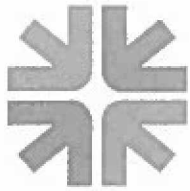
DocuSigned by:  
  
 49BC4DC144904C0...  
 MAYOR

ATTEST:

DocuSigned by:  
  
 FB7B5D8EAB6A4BE...  
 CITY CLERK

APPROVED AS TO FORM:

  
 CITY ATTORNEY



# City of Emeryville CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

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

### WITNESSETH THAT

**WHEREAS**, the City desires to engage Contractor for Homeless Outreach Services and Housing Navigation; 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 **JUNE 30, 2023**. 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 **NINE HUNDRED AND SEVENTEEN THOUSAND, FOUR HUNDRED AND SIXTY-NINE DOLLARS AND NO CENTS (\$917,469)**, 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

**City of Emeryville | Professional Services Contract**  
REV 08/2019

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.

**City of Emeryville | Professional Services Contract**  
REV 08/2019

#### **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



**City of Emeryville | Professional Services Contract**  
REV 08/2019

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 **\$16.30 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.

**City of Emeryville | Professional Services Contract**  
REV 08/2019

**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.

**City of Emeryville | Professional Services Contract**  
REV 09/2019

- 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

**City of Emeryville | Professional Services Contract**  
REV 08/2019

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 **Program Manager** for the City and **Program Manager or Homeless Outreach Coordinator** for the Contractor:

<b>CITY</b>	<b>CONTRACTOR</b>
Emi Theriault, Homeless Initiatives Program Coordinator Phone No: 510-596-4357 E-Mail : etheriault@emeryville.org	Lester Uribe Vender, Program Manager Phone No: 510-882-7941 E-Mail : lvender@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:

<p><b>CITY</b></p> <p>Charles S. Bryant, Community Development Director 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4300 E-Mail : <a href="mailto:cbryant@emeryville.org">cbryant@emeryville.org</a></p> <p><i>with a copy to:</i> Emi Theriault, Homeless Initiatives Program Manager 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4357 E-Mail : <a href="mailto:etheriault@emeryville.org">etheriault@emeryville.org</a></p>	<p><b>CONTRACTOR</b></p> <p>Marguerite Bachand 3850 San Pablo Ave., Ste. 102 Emeryville, CA 94608 Phone No: 510.282.0537 E-Mail : <a href="mailto:bachandm@earthlink.net">bachandm@earthlink.net</a></p>
---	--

**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.

**City of Emeryville | Professional Services Contract**  
REV 08/2019

**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*



**City of Emeryville | Professional Services Contract**  
REV 08/2019

**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:  
*Michael Guina* \_\_\_\_\_  
2B4EB9666865409...

Dated:

**CITY OF EMERYVILLE**

\_\_\_\_\_

Christine S. Daniel, City Manager

Dated:

*15 May 2020*

**OPERATION DIGNITY**

*Marguerite Bachand* \_\_\_\_\_ (Signature)  
Marguerite Bachand, Executive Director

<p align="center"><i>Attach:</i> <i>W-9 Form</i></p>	<p align="center"><i>Attach:</i> <i>Business License Certificate</i></p>
--	--

## **Exhibit A; Scope of Work and Budget**

### **A. Scope of Services Provided**

#### *1. Housing Navigation Outreach in field*

##### *a. Engagement in the field; regular schedule and as-needed per City request*

**Engagement and Schedule:** Operation Dignity (“**Contractor**”) will provide in-the-field engagement of people experiencing homelessness in Emeryville (referred to individually as a “**Client**” and as a group “**Clients**”) by meeting Clients at Clients’ locations and building trust at a pace set by each Client. Contractor will assist (Clients) who are confirmed to be living in unsheltered conditions, such as in cars, tents, doorways, within the jurisdictional boundaries of the City of Emeryville, who may live outside of the City of Emeryville but has children enrolled in a public or private school in the City of Emeryville, or who currently reside in sheltered conditions within the City Emeryville, but are at risk of losing those sheltered conditions (e.g, couch surfing, received an eviction notice)and are in need of more stable housing or supportive services. Contractor may use food (e.g., bagged lunches or snacks), hygiene kits, and other tangible offerings to engage Clients who are unsheltered. Emerging Needs funds may be used to purchase food or hygiene kits (or their components) to offer as incentives to complete Coordinated Entry System (“CES”) or other assessment tools in compliance with Flex Fund use requirements as explained in Section B, Budget, below.

Per the Budget set forth in Section B of this Exhibit (“**Budget**”), Contractor will dedicate 1.65 Full Time Equivalent (“**FTE**”) in direct service staff towards delivering the services required under this Contract (“**FTE Staff**”). The FTE staff includes a 1 FTE Housing Navigator, a 0.5 FTE Outreach Specialist, and 0.15 FTE of an Outreach Coordinator... Contractor agrees to provide approximately 0.5 FTE (20 hours/week) of the Housing Navigator’s time for direct outreach in the field, together with the 0.5 FTE (20 hours per week) Outreach Specialist (Contractor will provide an outreach team of at least two people, for safety and to be able to engage more clients). The remaining 0.5 FTE (20 hours/week) of the Housing Navigator will be spent engaging landlords, supporting Clients during their post-housing phase, and completing related administrative work at Contractor’s office. The 0.15 FTE (6 hours/week) Outreach Coordinator will provide team leadership and supervision for the other FTE Staff, and will coordinate with City staff on scheduling, agenda setting, and higher-level needs. Outreach schedules shall be provided two working days prior to the following work week. Monthly and quarterly meeting agenda item proposals shall be provided to City Staff at least two working days before the meeting date. Higher-level needs refers to Flex fund use and interagency coordination.

These staffing projections are estimates and shall be invoiced based on actual services provided, up to the maximum budgeted hours stated above with invoices based on actual hours served rather than those scheduled. Consequently, overtime and increased hours will not be compensated unless previously approved in writing by the City. If either the

Outreach Specialist and/or the Housing Navigator is unavailable to perform consistent service due to an absence from work, a replacement staff member shall be provided at no additional cost to the City in order to ensure continuity of services to Clients. Key personnel are expected to periodically rotate in alternate team members (into the two person outreach team) during outreach activities to better familiarize clients with the full team and to ensure receptivity to outreach during temporary staffing changes. This shall be done at no additional cost to the City. Contractor shall provide Outreach Specialist(s) and Housing Navigator(s) with uniforms or photo identification cards with the business name of Contractor to be used whenever Contractor's staff members are engaging with Clients in the field.

Key personnel include:

Executive Director: Marguerite Bachand

Program Manager: Lester Uribe Vender

Outreach Coordinator: Kevin Elizarraraz

The weekly schedule shall provide information regarding shift schedules and work tasks by general topic and estimated hours by general task. Contractor's FTE Staff shall have multiple shifts in the field each week, covering at least five days per week. Contractor will set final shift schedules after consultation with City and after initial surveys and an analysis of when most Clients are available to receive services. Contractor shall ensure that set schedule includes back-up staffing. As needed in the event of an unanticipated absence that extends beyond 2 working days. . However, Contractor shall include at least one evening (7 to 9 p.m.) shift each week, and at least one weekend day shift each month. Contractor may concentrate outreach hours in the period between 12 noon and 8 p.m., to engage people both during business hours, and after 5 p.m. Contractor shall inform City's Police Dispatch prior to Contractor deploying the FTE Staff for field engagement. To ensure open and consistent communication, Contractor shall also provide City Homeless Program Manager with the current cell phone numbers of the Outreach program office and field staff... City staff will contact Outreach Coordinator with any requests for specific outreach services beyond regular field surveys and outreach.

If City staff notifies Contractor about a specific unsheltered individual(s) or encampments, Contractor will put them on the team's agenda for the day, including any details about the person or the encampment that will help the team locate them. If the team finds them, they will engage the person(s) and determine what intervention would be most helpful. For example, when requested to engage with families with young children, Contractor will complete a CES assessment with the head of household and provide a warm hand-off to Family Front Door to complete the assistance process. If Contractor's outreach team is not able to locate the individual(s), the team will notify the Outreach Coordinator and another team will make another attempt later that day or the next. Contractor will apprise the City Program Manager, of the outcomes of all encounters, including any necessary follow-up.

Contractor shall also offer drop-in hours on Wednesdays from 9:30 a.m. to 2:30 p.m. at Contractor's main office located at 3850 San Pablo Ave., Ste. 102 in Emeryville for Client's to engage with the FTE Staff ("Office"). These hours are in addition to field

engagement with Clients at a Client's location. . Outreach specialists will also use the Contractor's office as a base for (e.g.) data entry and preparation of bagged lunches for distribution; when in the office, Contractor will pause their other activities to assist Client drop-ins.

*b. Supportive activities; transporting clients to appointments, CES assessments, etc.*

**Outreach methodology:** Outreach methodology is described in Section 1.a.

**Transportation for Clients:** Field outreach can require provision of transportation and facilitation of access to appointments and supportive services as needed to make a client housing ready. The Contractor's outreach team will use the Contractor's available vehicles to transport Clients to shelters and other services, and provide critical linkages to Clients who often lack their own transportation. The team will focus especially on helping Clients become document ready, offering rides to the DMV and Social Services and uploading copies of documents to Clients' Homeless Management Information System ("HMIS") profiles for safekeeping. Contractor will also transport clients to service appointments at local clinics, the Social Services office, housing opportunities, shelter spaces (especially in extreme weather) and/or job fairs and interviews. Depending on the team's schedule, they will also accommodate ride requests same-day or will make an appointment to pick up the Client for a later time. Depending on vehicle availability, Contractor will take 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. However, where Contractor cannot provide transportation directly, payment of a time-stamped ticket or prepayment of travel via a transit service such as Uber or Lyft is to be the preferred option used, when possible to avoid misuse of tickets as tender in exchange for services or goods other than the intended transportation assistance.

These transportation measures shall apply to all activities related to direct Client support and housing placement.

**Coordinated Entry System (CES) Assessments:** Contractor will enter Client assessments directly into Clarity within 48 hours of the Client assessments. Contractor will assist Clients to become "document ready" for housing, e.g., obtain government identification; and input the Client's documents into Clarity as they are obtained.

Contractor shall maintain proficiency with Alameda County's Housing Problem Solving tool, and complete it with each Client they assess for CES. Contractor will use Housing Problem Solving to help Clients explore options for non-subsidized housing that would end their unsheltered status.

*2. Administration of program including:*

*a. Consultant program management*

Contractor will draw on their expertise managing public contracts and programs for more than 26 years to offer effective and high-impact program management and collaboration with the City. Contractor shall comply with all standards listed in the City's Request for Proposals Homeless Outreach Team Services, released March 6, 2020, as well as all

applicable local, State, and Federal requirements as they pertain to homeless services. Key personnel shall receive on-going training in the foregoing legal requirements to ensure their knowledge and skills remain current. Outreach staff shall inform the Police Dispatch at the beginning of each field shift to ensure Public Safety is aware of outreach providers' location in the event assistance is needed. Staff shall identify themselves as being associated with Contractor by carrying and distributing business cards.

**Knowledge of local laws and codes:** Contractor has detailed knowledge of local laws and codes that apply to street outreach and housing navigation. Contractor trains its outreach staff in best practices such as Harm Reduction, Housing First, Client privacy, CES assessment, trauma-informed care, motivational interviewing, and progressive engagement. Contractor sends 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, Contractor offers 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, Contractor has kept its staff abreast of Public Health recommendations, physical distancing guidelines, and eviction moratoriums. Contractor shall continue to offer new staff these trainings, and to offer ongoing professional development opportunities to its staff.

Contractor is 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. Contractor will work with the City to ensure that Contractor is partnering effectively with all relevant stakeholders.

*b. Landlord outreach*

**Identifying and Engaging Landlords:** Contractor shall conduct outreach to local landlords via online apartment postings, landlord and realtor associations, and referrals from other landlords and affiliate organizations to locate units available for rent. Contractor will view the unit(s) the landlord offers, explain the process of accepting Clients with rental assistance, and address concerns the landlord may have about renting to formerly homeless people or taking rental assistance. The Contractor shall also review a Housing Quality Standards (HQS) inspection checklist with the landlord, to identify any issues that may prevent the landlord from accepting housing subsidies.

**Matching Client and Landlord:** If a landlord agrees to offer a unit to a Client, Contractor will arrange for the applicable Client to view the Unit... Contractor will prepare the Client for landlord interviews by including, but not limited to, 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.

If a Client and a Landlord are prepared to execute a lease, Contractor will help the Client identify any move-in or household assistance and provide referrals to assistance, such as Season of Sharing or other private donations. Contractor will do a detailed read and review of the Client's lease with the Client (and their landlord, potentially at a separate



meeting), to ensure that the Client fully understands all the terms of their rental agreement. The Contractor 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 Contractor 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 Contractor will help them set up a no-fee bank account to make it easier (and cheaper) to make regular payments.

The Contractor 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 Contractor will also provide the landlord with a detailed schedule of what to expect: when they will receive Contractor's share of the rent, when the tenant's; how the rapid re-housing taper works and on what schedule; and any other regulatory information. The Contractor 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 Contractor will plan to meet regularly with the landlord during the post-housing follow-up period in order to identify potential concerns early, and to advocate for the Client as needed.

### *c. Case management*

Contractor will provide housing navigation and case management services to engaged Clients throughout the term of the Contract. Contractor anticipates that the Contractor will carry a case load of Clients, including a mix of those in housing search and those placed in housing with Rapid Re-housing funds. The Contractor 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, in order to continue building a rapport and eventually engaging the Client in case management.

**Initial Engagement:** Contractor will work with Clients in Emeryville to engage them in a needs assessment and housing-focused case management. The Contractor 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 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 a client indicates willingness to accept the services provided by Contractor, Contractor will assist the Client to create a Housing Stability Plan. A Housing Stability Plan identifies 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 Contractor will use the information gathered during the CES assessment and their initial engagement with the Client to help inform the plan.



The Housing Stability Plan will form the backbone of the Contractor 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:** The Contractor will use motivational interviewing to help keep Clients focused on their long-term goals, taking a harm reduction approach to mitigating the effect substance use has on their housing search. In the Housing Stability Plan, the Contractor and Client will identify the Client's goals around mitigating or ending their substance use. The Contractor 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 Clients who have sobriety as a goal, the Contractor will locate nearby Alcoholics anonymous ("AA") and Narcotics Anonymous ("NA") meetings and encourage Clients to make use of these support systems. Contractor will utilize referral relationships with local mental health and substance use providers, including Life Long Medical Care, West Oakland Health Center Roots Community Health, and Cherry Hill to provide supportive services assistance where needed to help a Client..

For Clients with mental health barriers, the will provide referrals to these and other of the Contractor's partner agencies with a focus on harm reduction and motivational interviewing with Clients. The Contractor will also assist the Client in documenting the mental health diagnosis, so that they can be eligible for permanent Supportive Housing ("PSH") opportunities set aside for persons with disabilities. If needed, the Contractor will 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, Contractor will make a special effort to help Clients with mental health concerns access shelter or transitional housing options.

If Clients are at risk of or escaping domestic violence ("**DV**"), the Contractor will refer them to domestic violence and family resources, including (if applicable) women's and family shelters for DV survivors. The Contractor can also help Clients struggling with DV 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:** In order to help Clients gain enough income to maintain their housing after placement, the Contractor will connect the Clients on their caseloads to benefits and employment. When developing the Housing Stability Plan, the Contractor will gather each Client'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 Clients seeking employment, the Contractor 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. Contractor also recently launched a partnership with Caltrans that creates a streamlined application process for Clients to seek stable state positions.

For Clients who are currently employed, the Contractor will help the Client 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 Contractor will document all Housing Stability Plans, CES assessments, notes, referrals, and housing search logs in the Client's file (kept securely at Contractor's main office in a locked cabinet) and/or in HMIS as applicable. Contractor will work with Clients to help them collect the documents they need for housing, including identification, income documentation, proof of any disabilities, homelessness status, etc. Contractor will offer Clients the chance to send mail to our office to be held for them; make copies of their documents for their file, and scan 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 Contractor 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. The Contractor will keep track of the housing opportunities for which the Client has applied, their status, and their outcome in the Client case notes, and encourage the Client to track them as well.

The Contractor 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 Contractor will help them use craigslist and other housing sites to find opportunities themselves. Finally, the Contractor will ensure that the Client's CES assessment stays up to date, so their position on the By Name List accurately reflects their vulnerability and housing needs.

**Rapid Re-housing Services:** Contractor shall provide Rapid Re-housing ("RRH") services to Emeryville Clients. Contractor will provide housing support to Client households, in order to assist them in stabilizing in their new housing consistently for 3 months beyond the date of housing placement; additional emergency assistance shall be offered only on an as-needed basis until the Client is able to transition to another funding source or the expiration of the RRH funding on the related housing placement.. With this schedule, the Contractor 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 Contractor 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 Contractor will help identify a longer-term affordable option, such as Section 8, or assist the Client in seeking permanent supportive housing.

Contractor shall work with the City to finalize the level and time period of the rental assistance, and to communicate this clearly to Clients and landlords. Since some Clients may receive more than three months of rental assistance, the Contractor will prioritize their three months of follow-up support to help Clients build their own network of services. The Contractor 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.

**Promoting Housing Stability:** Once the Client has secured housing, the Contractor will work with the Client to identify potential barriers to housing stability (examples include having no history of cooking for themselves, mental health, or substance use) and will help the Client address them one by one. For example, for Clients who do not cook, the Contractor 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 Contractor can help them identify harm reduction options, depending where they are in stages of change. If the Client is participating in a support group or has a sponsor, the Contractor can help them make a plan to call someone if they are under stress. If the Client is still actively using, the Contractor 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 Contractor will continue to engage the Client on any substance use or mental health concerns during the follow-up period, in order to help the Client make a successful transition to other community services once the Contractor's follow-up is over.

If the Client encounters problems with their landlord or housing specific to tenant rights, the Contractor 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 Contractor 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, the Contractor will work with the Client to develop solutions that de-escalate potential conflicts while still supporting the Client's needs. In these situations, the Contractor can help the Client practice using negotiation and communication skills to resolve potential programs before they escalate to a situation that threatens their housing stability.

Contractor shall provide housing maintenance outreach services to Clients including after client moves from RRH funding to other programs. Housing maintenance services shall be offered through the full period of RRH rent support and up to 3 months beyond the date the Client is able to transition to another funding source or the expiration of this contract, whichever date is earlier.

*d Travel related to meeting with landlords on site and site inspections*

Contractor's outreach team uses Contractor's vehicles to travel to meet with landlords and to inspect sites. Compensation for Travel costs are provided for in the Budget, Section B of this Exhibit. Additional information regarding Client support travel is discussed in Section A.1.b.

*e. Preparation of Reports*

Contractor sends all outreach staff to HMIS training within a month of hire, including sessions on privacy and system use. Contractor shall equip the outreach team with a tablet and wireless hotspots to use in the field to help collect data, including CES assessments and other HMIS information; when tablet use is not indicated (e.g., if a team is at an encampment in the evening and does not feel safe using the tablets), team members will collect information on paper and enter it as soon as possible. The outreach coordinators shall regularly review data entry into HMIS to check for consistency and accuracy. Outreach team members will also work with the City to identify and collect data needs outside of what HMIS can capture.

*3. Regional Coordination*

*a. Attendance at North County Hub By Name List meeting*

Contractor will participate fully in all North County Hub By Name List ("BNL") meetings. Contractor shall assess all willing Clients for coordinated entry, so that they can be listed on the BNL and prioritized for housing. Contractor shall provide documentation of meeting attendance and related travel to the City upon request.

*b. Quarterly Attendance at North County Hub CES Operations Meeting*

Contractor shall participate fully in all North County Hub CES Operations Meetings. Contractor shall work with the North County Hub to continue implementing CES in the North County, working with the City and other partners. Contractor shall provide documentation of meeting attendance and related travel to the City upon request.

*4. Medical Outreach*

*a. Coordination with supportive services*

Contractor has extensive history in coordinating with supportive services to support its outreach Clients, and will work collaboratively with the City and its local partners to provide Clients with the services they need, including (but not limited to) referrals to medical services. Contractor coordinates with medical providers (such as Roots, Health Care for the Homeless, and Lifelong Medical Care) to connect Clients to health care.

*b. Field outreach staffing (optional roving medical worker).*

Contractor shall connect clients to medical services through referrals to one of its medical partners. Contractor will monitor 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 Contractor on a Housing Stability Plan, the Contractor will help them connect to a “health care home” and primary doctor (if the client does not already have one). The Contractor will also support the Client in applying for health insurance (e.g. Medi-Cal or Medicare, depending on eligibility).

Contractor will refer Clients to its established health care partners, including Roots Community Health, Life Long Medical Care, and West Oakland Health Center as applicable. These clinics provide primary, mental, and behavioral health care, as well as referrals to specialized care. If needed, Contractor will transport clients to medical appointments in its outreach van, or assist them with transit vouchers from the Emerging Needs Fund. The Contractor shall ensure that a signed Client Release of Information is on file if the Client is willing to have the Contractor help coordinate their care. The Contractor 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).

### **Reporting and Invoicing:**

Contractor shall work with the City to identify the City’s monthly reporting and invoicing needs. Contractor’s outreach team shall enroll Clients and track CES assessments in Alameda County’s HMIS system, so that Clients are prioritized for housing on the BNL. Contractor shall also keep a detailed log of the sites visited each day (e.g., “Powell Street, under Hwy 80” or “Point Emery”), the number of people at each site, and the type and number of items distributed.

Daily logs shall be provided to the City electronically one week before monthly check-in meetings between Contractor and City. The logs shall include information required by the City, which includes at a minimum: the numbers of persons contacted with use of initials/other appropriate identifying information to avoid duplication, services offered to each individual, and if services are refused, and actions taken. Where interactions indicate that mental health or drug addictive behavior may be preventing receptivity to acceptance of shelter, housing, or supportive services, the daily logs shall include that information. Any potential such medical-related information shall be reported separately from Client identifiers in compliance with HIPAA privacy requirements. Where Clients were provided referrals to supportive service providers or other non-medical related Housing Navigation activities were conducted, that information shall also be provided. Contractor will conduct the monthly phone meetings with City staff to discuss coordination with City services, general barriers and challenges that clients are facing and how Contractor is working to address them, program updates, and other topics that the City wishes to cover. Contractor shall also meet at least twice yearly with Family Front Door (FFD), in order to coordinate services for Client families and to discuss best practices to identify and refer unhoused Client families to FFD for shelter and other family resources

Rapid Rehousing Clients: Contractor shall provide City Staff access to Client files including both electronic and hard copy files upon request including review of files at

Contractor offices. Contractor shall provide confirmation that review of housing for health and safety purposes has been conducted and suitability confirmed.

Contractor shall report to the City on training and protocols provided to field staff to ensure they are aware of safe outreach methodologies related to public health requirements and other personal safety considerations during each quarterly meeting and in an annual report. Contractor shall provide an annual report summarizing all data required for quarterly reports and include an analysis of daily log statistics. The annual report shall be due annually on the anniversary of the Contract's Effective Date.

#### Documentation of Reimbursable Expenses.

Contractor shall use standard Flex Fund forms agreed to by the City to request preauthorization of funds and to track Flex Fund spending. Contractor 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. Documentation shall be provided on Preauthorization forms and accounting tracking spreadsheet forms currently used by the City unless otherwise approved by the City.

Invoices shall include back up documentation to show preauthorization forms where required by Flex Fund Use requirements (see Section B.2 below) and shall include all related receipts to receive reimbursement of costs incurred. Where possible, while maintaining best management of funds, Contractor shall use Flex funds at retailers and services located within the City of Emeryville. Contractor shall provide documentation of meeting attendance and related travel to the City upon request.



## **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 2019-2020
- FY 2020-2021
- FY 2021-2022
- FY 2022-2023
- Comprehensive Contract Budget

*Budget; FY 2019-2020*

<b>CATEGORY</b>	<b>Annual Basis</b>	<b>Two week prorated cost</b>	<b>Notes</b>
<b>Category 1- Staff Salaries</b>	\$96,692	<b>\$3,674.30</b>	FY 19-20 Budget incorporates last two weeks of budget period to cover transition period. Prorated rate is 3.8% of annual total
- Fringe Benefits (23%)	\$22,239	<b>\$845.08</b>	
- Pandemic Hazard Pay	\$18,991	<b>\$721.66</b>	
<b>Category 2 - Operations</b>	\$19,225	<b>\$730.55</b>	
<b>Category 3 - Flex Funds</b>	\$150,000	<b>\$5,700.00</b>	Reimbursement-based for funds expended related to housing placements
Indirect Expenses	\$17,228	<b>\$654.66</b>	12.47% (federally approved rate)
<b>TOTAL</b>		<b>\$12,326.25</b>	
Staffing Cost Breakdown			As noted in FY 20-21 Budget

## Budget; FY 2020-2021

CATEGORY						
Category 1- Staff Salaries	Staffing/ Ops					Notes
		Housing Navigation	Program Admin	Regional Coordination	Medical Outreach	
Executive Director	\$1,600		\$800	\$800		To cover high-level coordination with the City. 1% FTE
Controller / HR	\$1,400		\$700	\$700		To cover high-level billing and invoicing support, as well as human resources. 1% FTE
Program Manager	\$7,500		\$3,750	\$3,750		To provide high-level planning and implementation support. 10% FTE
Outreach Coordinator	\$8,112	\$2,704	\$2,704	\$2,704		To provide day-to-day leadership of the outreach team. 15% FTE of base \$26/hour wage with \$4 hourly hazard pay add-on
Housing Navigator	\$52,000	\$26,000	\$20,800	\$2,600	\$2,600	To provide housing search support, housing stability planning, landlord outreach, and rapid re-housing support. 100% FTE
Office Assistant	\$500		\$500			To assist with drop-in clients and calls to the office. ~1% FTE
Bookkeeper	\$2,700		\$2,700			To prepare invoices and manage grant spending. 5% FTE
Outreach Worker	\$22,880	\$18,304	\$4,576			To work with the Housing Navigator while in the field, engaging clients, completing CES assessments, and providing basic services. 50% FTE
SubTotal	\$96,692	\$47,008	\$36,530	\$10,554	\$2,600	
Fringe Benefits (23%)	\$22,239.16	\$10,811.84	\$8,401.90	\$2,427.42	\$598.00	Benefits include health and wellness, payroll taxes, and unemployment insurance
<b>Subtotal-Staffing</b>	<b>\$118,931</b>	<b>\$57,820</b>	<b>\$44,932</b>	<b>\$12,981</b>	<b>\$3,198</b>	FY 20-21
<b>Covid-19 Hazard Pay Contingency</b>	<b>\$18,991</b>					Contingency for hazard pay for increase in hourly (\$4/hour) for Housing Navigator and Outreach field workers limited to official required period of Social Distancing limited to the official requirement by Alameda County Public Health. Maximum Threshold. FY 20-21 only.
<b>Category 2 - Operations</b>						
Vehicle	\$5,000	\$2,000	\$2,000	\$500	\$500	Repair and maintenance for Contractor's outreach vehicle.
Gasoline	\$3,000	\$1,000	\$1,000	\$500	\$500	\$250 in monthly gas costs for our outreach vehicle.
Insurance	\$1,850	\$500	\$500	\$400	\$450	Insurance for our vehicle and office space.
Team Supplies	\$4,000	\$2,000	\$2,000			Includes gloves, safety boots, and other outreach supplies for staff.
Office expense	\$575	\$175	\$175	\$125	\$100	Includes paper, writing materials, ink, and copying costs.
Office rent	\$3,000	\$1,500	\$1,500			Prorated rent for our office in Emeryville.
Telephone/ Cell	\$1,500	\$333	\$333	\$167	\$167	Cell phone/tablet coverage for use in the field
Payroll Fees	\$200		\$200			Fees for program staff.
Employee travel	\$600	\$300		\$300		Mileage for staff to travel to meetings, trainings, and other appointments.
<b>Subtotal-Operations</b>	<b>\$19,225</b>	<b>\$7,773</b>	<b>\$7,675</b>	<b>\$2,022</b>	<b>\$1,754</b>	FY 20-21
<b>Category 3 - Flex Funds</b>						
Rapid Rehousing Annual	\$90,000					Reimbursement-based for funds expended related to housing placements; annual reduced by roll over funds from FY 19-20
Emerging Needs Annual	\$30,000					Reimbursement-based for funds expended related to supportive services
<b>Subtotal - Flex Funds</b>	<b>\$120,000</b>					Annual Flex Fund Maximum Budget
<b>Subtotal - Indirect Expenses</b>	<b>\$17,228</b>					12.47% (federally approved rate)
<b>TOTAL</b>	<b>\$294,375</b>					
<b>Staffing Salary Breakdown</b>						
Hours/week		38	26.8	6.4	2	
FTE		0.95	0.67	0.16	0.05	
Hourly cost		\$42.99	\$47.16	\$53.83	\$57.42	

## Budget; FY 2021-2022

CATEGORIES						
Category 1- Staff Salaries	Staffing/ Ops					Notes
		Housing Navigation	Program Admin	Regional Coordination	Medical Outreach	
Executive Director	\$1,600		\$800	\$800		To cover high-level coordination with the City. 1% FTE
Controller / HR	\$1,400		\$700	\$700		To cover high-level billing and invoicing support, as well as human resources. 1% FTE
Program Manager	\$7,500		\$3,750	\$3,750		To provide high-level planning and implementation support. 10% FTE
Outreach Coordinator	\$8,112	\$2,704	\$2,704	\$2,704		To provide day-to-day leadership of the outreach team. 15% FTE of base \$26/hour wage with \$4 hourly hazard pay add-on
Housing Navigator	\$52,000	\$26,000	\$20,800	\$2,600	\$2,600	To provide housing search support, housing stability planning, landlord outreach, and rapid re-housing support. 100% FTE
Office Assistant	\$500		\$500			To assist with drop-in clients and calls to the office. ~1% FTE
Bookkeeper	\$2,700		\$2,700			To prepare invoices and manage grant spending. 5% FTE
Outreach Worker	\$22,880	\$18,304	\$4,576			To work with the Housing Navigator while in the field, engaging clients, completing CES assessments, and providing basic services. 50% FTE
SubTotal	\$96,692	\$47,008	\$36,530	\$10,554	\$2,600	
Fringe Benefits (23%)	\$22,239.16	\$10,811.84	\$8,401.90	\$2,427.42	\$598.00	Benefits include health and wellness, payroll taxes, and unemployment insurance
<b>Subtotal-Staffing</b>	<b>\$118,931</b>	<b>\$57,820</b>	<b>\$44,932</b>	<b>\$12,981</b>	<b>\$3,198</b>	<b>FY 21-22</b>
Category 2 - Operations						
Vehicle	\$5,000	\$2,000	\$2,000	\$500	\$500	Repair and maintenance for Contractor's outreach vehicle.
Gasoline	\$3,000	\$1,000	\$1,000	\$500	\$500	\$250 in monthly gas costs for our outreach vehicle.
Insurance	\$1,850	\$500	\$500	\$400	\$450	Insurance for our vehicle and office space.
Team Supplies	\$4,000	\$2,000	\$2,000			Includes gloves, safety boots, and other outreach supplies for staff.
Office expense	\$575	\$175	\$175	\$125	\$100	Includes paper, writing materials, ink, and copying costs.
Office rent	\$3,000	\$1,500	\$1,500			Prorated rent for our office in Emeryville.
Telephone/ Cell	\$1,500	\$333	\$333	\$167	\$167	Cell phone/tablet coverage for use in the field
Payroll Fees	\$200		\$200			Fees for program staff.
Employee travel	\$600	\$300		\$300		Mileage for staff to travel to meetings, trainings, and other appointments.
<b>Subtotal-Operations</b>	<b>\$19,225</b>	<b>\$7,773</b>	<b>\$7,675</b>	<b>\$2,022</b>	<b>\$1,754</b>	<b>FY 21-22</b>
Category 3 - Flex Funds						
Rapid Rehousing Annual	\$120,000					Reimbursement-based for funds expended related to housing placements
Emerging Needs Annual	\$30,000					Reimbursement-based for funds expended related to supportive services
<b>Subtotal - Flex Funds</b>	<b>\$150,000</b>					Annual Flex Fund Maximum Budget
<b>Subtotal - Indirect Expenses</b>	<b>\$17,228</b>					12.47% (federally approved rate)
<b>TOTAL</b>	<b>\$305,384</b>					
Staffing Salary Breakdown						
Hours/week		38	26.8	6.4	2	
FTE		0.95	0.67	0.16	0.05	
Hourly cost		\$42.99	\$47.16	\$53.83	\$57.42	

## Budget; FY 2022-2023

CATEGORY						
Category 1- Staff Salaries	Staffing/ Ops					Notes
		Housing Navigation	Program Admin	Regional Coordination	Medical Outreach	
Executive Director	\$1,600		\$800	\$800		To cover high-level coordination with the City. 1% FTE
Controller / HR	\$1,400		\$700	\$700		To cover high-level billing and invoicing support, as well as human resources. 1% FTE
Program Manager	\$7,500		\$3,750	\$3,750		To provide high-level planning and implementation support. 10% FTE
Outreach Coordinator	\$8,112	\$2,704	\$2,704	\$2,704		To provide day-to-day leadership of the outreach team. 15% FTE of base \$26/hour wage with \$4 hourly hazard pay add-on
Housing Navigator	\$52,000	\$26,000	\$20,800	\$2,600	\$2,600	To provide housing search support, housing stability planning, landlord outreach, and rapid re-housing support. 100% FTE
Office Assistant	\$500		\$500			To assist with drop-in clients and calls to the office. ~1% FTE
Bookkeeper	\$2,700		\$2,700			To prepare invoices and manage grant spending. 5% FTE
Outreach Worker	\$22,880	\$18,304	\$4,576			To work with the Housing Navigator while in the field, engaging clients, completing CES assessments, and providing basic services. 50% FTE
SubTotal	\$96,692	\$47,008	\$36,530	\$10,554	\$2,600	
Fringe Benefits (23%)	\$22,239.16	\$10,811.84	\$8,401.90	\$2,427.42	\$598.00	Benefits include health and wellness, payroll taxes, and unemployment insurance
<b>Subtotal-Staffing</b>	<b>\$118,931</b>	<b>\$57,820</b>	<b>\$44,932</b>	<b>\$12,981</b>	<b>\$3,198</b>	<b>FY 22-23</b>
<b>Category 2 - Operations</b>						
Vehicle	\$5,000	\$2,000	\$2,000	\$500	\$500	Repair and maintenance for Contractor's outreach vehicle.
Gasoline	\$3,000	\$1,000	\$1,000	\$500	\$500	\$250 in monthly gas costs for our outreach vehicle.
Insurance	\$1,850	\$500	\$500	\$400	\$450	Insurance for our vehicle and office space.
Team Supplies	\$4,000	\$2,000	\$2,000			Includes gloves, safety boots, and other outreach supplies for staff.
Office expense	\$575	\$175	\$175	\$125	\$100	Includes paper, writing materials, ink, and copying costs.
Office rent	\$3,000	\$1,500	\$1,500			Prorated rent for our office in Emeryville.
Telephone/ Cell	\$1,500	\$333	\$333	\$167	\$167	Cell phone/tablet coverage for use in the field
Payroll Fees	\$200		\$200			Fees for program staff.
Employee travel	\$600	\$300		\$300		Mileage for staff to travel to meetings, trainings, and other appointments.
<b>Subtotal-Operations</b>	<b>\$19,225</b>	<b>\$7,773</b>	<b>\$7,675</b>	<b>\$2,022</b>	<b>\$1,754</b>	<b>FY 22-23</b>
<b>Category 3 - Flex Funds</b>						
Rapid Rehousing Annual	\$120,000					Reimbursement-based for funds expended related to housing placements
Emerging Needs Annual	\$30,000					Reimbursement-based for funds expended related to supportive services
<b>Subtotal - Flex Funds</b>	<b>\$150,000</b>					Annual Flex Fund Maximum Budget
<b>Subtotal - Indirect Expenses</b>	<b>\$17,228</b>					12.47% (federally approved rate)
<b>TOTAL</b>	<b>\$305,384</b>					
<b>Staffing Salary Breakdown</b>						
Hours/week		38	26.8	6.4	2	
FTE		0.95	0.67	0.16	0.05	
Hourly cost		\$42.99	\$47.16	\$53.83	\$57.42	



## Comprehensive Budget; Full Contract

CATEGORY		Notes
Prorated FY 2019-2020	\$12,326	
FY 2020-2021	\$294,375	See individual contract year budget for line item break downs.
FY 2021-2022	\$305,384	
FY 2022-2023	\$305,384	
<b>TOTAL</b>	<b>\$917,469</b>	



# City of Emeryville

CALIFORNIA

## EXHIBIT B

### Contract Insurance Requirements

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

#### 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

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:

- 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; 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.
  
- 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.
  
- 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. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS**

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such 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*