

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEHOPE**

PREAMBLE

This Agreement dated _____ (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and WeHOPE, a California nonprofit corporation (“Contractor”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A.** City desires to secure the street outreach and essential homeless services (“Services”) more fully described in Exhibit A of this Agreement, entitled “Scope of Services”;
- B.** Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C.** The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement, the Term of this Agreement will begin as of August 24, 2026 and will terminate on August 23, 2028, unless the City, in its sole discretion exercises its option to extend the Agreement for up to an additional one-year term ("Final Service Period"). City may exercise its option for the Final Service Period upon completion of the reconciliation process for Service Period Two, by providing written notice to Contractor.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor will perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from material defect and will conform in all material respects to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City will pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The total maximum compensation authorized under this Agreement will not exceed One Million Seven Hundred Eighty-Eight Thousand, One Hundred Eighty-Five Dollars (\$1,788,185) ("Total Maximum Compensation"), which will be allocated in the manner set forth in Exhibit B. The Total Maximum Compensation is subject to budget appropriations, and shall include all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Total Maximum Compensation under the Agreement, will be at Contractor's expense. Contractor will not be entitled to any payment above the Total Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon thirty (30) days' written notice to Contractor, provided that Contractor fails to cure such default within such thirty (30) day period.
- C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

Within thirty (30) days of the date of termination of this Agreement, Contractor shall pay to the City a refund of any advance payment remaining in accordance with the provisions outlined in Exhibit B, entitled "SCHEDULE OF FEES." ("Advance Payment Refund").

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Contractor will not hire subcontractors without express written permission from City. Contractor will be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

Contractor is responsible for determining, providing, and administering all compensation paid, and benefits provided to, its personnel. Contractor is responsible for the eligibility of its employees, contractors, and or personnel to work in each jurisdiction where they are providing Services to City and for reporting to the appropriate federal, state, and local agencies all compensation and payment of all applicable taxes arising therefrom. Contractor shall independently determine its employees, contractors, workers, and or personnel, their associated compensation, and all other aspects of their engagement or employment. Contractor's personnel are not eligible to participate in any of the employee benefits or retirement benefits or similar programs offered to City employees or sponsored by the City.

9. NO THIRD-PARTY BENEFICIARY

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) it engages, hires, contracts with, or employs to furnish labor and/or materials to City to fulfill its obligations under this Agreement shall be independent contractors of the City, and do not act as agent(s) or employee(s) of City. Contractor has and maintains full rights to supervise and manage its personnel, workers, contractors, and or employees in their performance of Services under this Agreement.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the term of this Agreement:

- a. A person other than the Contractor engages in supervision of the way the person supplies labor and or materials to City; instructs or directs the person to follow instructions given by City or designee concerning how the person's labor and material are to be provided; or is instructed or directed to grant on-going review of the person's labor and or materials.
- b. A person other than the Contractor instructs, directs, or requires the person to participate in or attend training.
- c. A person the Contractor assigns to perform Services under this Agreement informs Contractor they are unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City.
- d. A person the Contractor assigns to perform Services under this Agreement informs Contractor any person has stated they are a City employee, or the person has formed a belief or opinion they have become or are a City employee.

Contractor must immediately provide written notice to City of any notice or report under this Section and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any report or notice it receives from any source, relating to this Section, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide services, labor, and or materials to City on the requirements of this Section. Contractor shall require that its workers and or personnel immediately report any perceived occurrence under this Section to their respective Contractor supervisor or representative.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement will be held confidential by Contractor and will not, without the prior written consent of City, be used for any purposes other than the

performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Contractor may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Contractor will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Contractor will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services, – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/ INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Adam Marcus and Greg Pensinger
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at amarcus@santaclaraca.gov and gpensinger@santaclaraca.gov

And to Contractor addressed as follows:

WeHOPE
1854 Bay Road
East Palo Alto, CA 94303
and by e-mail at pbains7@wehope.org

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor will not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

26. ELECTRONIC SIGNATURES

Each Party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Signatures on next page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager, City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WEHOPE
a California nonprofit corporation

Dated: _____

By (Signature): _____

Name: Pastor Paul Bains

Title: President

Principal Place of Business Address: 1854 Bay Rd
East Palo Alto, CA 94303

Email Address: Pbains7@wehope.org

Telephone: (650) 779-4632

Fax: (650) 330-8010

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

Contractor will provide street outreach and essential homeless services (“Services”) to the City’s unhoused populations as described below:

1. PURPOSE

- 1.1. Contractor will provide Services to the City’s unhoused populations through coordination and management of the programs listed below (“Programs”).

**Street Outreach and Case Management Program (“SO/CM”)
Temporary Hotel Program (“THP”)
Inclement Weather Hotel Program (“IWHP”)**

The goal of the Programs is to establish supportive relationships with people experiencing homelessness and provide linkage to key resources, case management, and temporary shelter. The specific services provided for each program are more fully described below.

2. ELIGIBLE PARTICIPANTS

- 2.1. Contractor will offer and provide Services to unhoused adults, youth, including Transitional Age Youth (TAY), and families in the City of Santa Clara (“Clients”). For the purposes of this Agreement, unhoused people are defined as those persons who do not have a primary, fixed nighttime residence and are living in a place not meant for human habitation (i.e. sleeping outdoors, in a vehicle, or encampment). The specific population served may vary per program.
- 2.2. Participation in any of the Programs is entirely voluntary. Clients are not required to be sober from drugs and/or alcohol, to have completed or be currently enrolled in a treatment program, to be compliant with prescribed medications, or to have income or employment to qualify for Services.

3. PROGRAM HOURS

Regular operations for all Programs under this Agreement will occur seven days per week, between 8:00am and 5:00pm, Monday through Friday, and 8:30am and 5:00pm on Saturdays, Sundays, and all Holidays. The City may request adjustments to these hours as needed upon written notice to Contractor.

4. PROGRAM STAFFING

The Programs and Services included in this Agreement will be facilitated through Contractor’s single team of homeless services specialists, more fully described below:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- 2.0 FTE Residential Services Coordinators **(THP and IWHP only)**

Contractor will ensure that the Programs are staffed at no less than 90% of the regular staffing levels listed above at all times.

5. PROGRAM DESCRIPTIONS

Contractor will provide all Services in accordance with the principles described in Appendix A – Core Principles, attached and incorporated into this Scope of Services. The specific Services included in each Program are listed below.

5.1. Street Outreach and Case Management Services

SO/CM Services will be provided at regular, recurring locations where unhoused people are known to congregate, and at other locations as requested by the City and at a minimum include:

- 5.1.1.** A formal intake process, including review of the Program Participant Agreement, prepared by Contractor, signed acknowledgement of Program Rules, and signed Release of Information, consistent with the version used by Santa Clara County's Homeless Management Information System ("HMIS").
- 5.1.2.** Administration of the Vulnerability Index Specialized Prioritization Decision and Assessment Tool ("VI-SPDAT")
- 5.1.3.** Linkage to the Santa Clara County Coordinated Entry System for access to shelter and housing opportunities
- 5.1.4.** Client enrollment in the Santa Clara County HMIS for consenting and eligible Clients
- 5.1.5.** Administration of housing assessments, development of housing plans, assistance with housing applications, and general housing navigation support
- 5.1.6.** Referrals to medical and behavioral health services
- 5.1.7.** Distribution of hygiene kits and other supplies
- 5.1.8.** Linkage to additional services and resources, including but not limited to the City's mental health care coordination service, Santa Clara County's Behavioral Health Services Department ("BHSD"), and Office of Supportive Housing ("OSH")
- 5.1.9.** Transportation to housing, medical, benefits, and other appointments
- 5.1.10.** Public benefits enrollment support, including assistance with acquiring required documentation, post-public benefits enrollment support, and guidance on maintaining public benefits
- 5.1.11.** Interventions that may support Client's ability to secure temporary or permanent housing opportunities, such as coaching on overdose prevention, crisis de-escalation, self-sufficiency skills, goal setting, and other key interventions as identified through the course of a Client's involvement in SO/CM
- 5.1.12.** Placement coordination into the THP and IWHP
- 5.1.13.** Collaboration with the City during inclement weather events to notify unhoused individuals of local warming and cooling centers, room availability in the City's IWHP or other available shelter opportunities, provide transportation to

respective locations, provide wellness checks, and distribute supplies (e.g. blankets, ponchos, water bottles, etc. depending on the weather event)

5.2. Temporary Hotel Program (THP)

At a minimum, THP services will include all of the Services provided in the SO/CM program, as well as:

- 5.2.1.** Partnership with a hotel located within City limits for up to five (5) hotel rooms, that are reserved for the purposes of providing temporary lodging for unhoused individuals. THP rooms may be used by an individual for up to thirty (30) consecutive days. The Program Manager may grant an extension up to an additional sixty (60) days, for a total of ninety (90) consecutive days, if a Client is engaged in case management and housing/shelter navigation services. An additional room may be assigned to a Residential Services Coordinator, if in Contractor's discretion it is determined that overnight supervision of the Program is needed.
- 5.2.2.** Room assignment coordination to include safety information, general orientation to the site, and pre-screening Clients to ensure they are appropriate for participation in the Program and room-sharing. Contractor will ensure family members are assigned shared rooms.
- 5.2.3.** Regular check-ins with all THP Clients, at least twice a week.
- 5.2.4.** Provide a minimum of two (2) meals per Client per day. Contractor will ensure all food is properly heated and refrigerated as appropriate for distribution and will assign at least one Contractor staff member with a valid Food Safety Certification to oversee all food handling and distribution services. Additionally, Contractor will maintain daily tracking logs of meal distribution per Program.
- 5.2.5.** Conduct exit planning, including but not limited to coordination with outside service providers to support Client's transition to a more permanent setting.
- 5.2.6.** Provide 24/7 on-call support by a management level staff for prompt guidance and response to critical incidents

5.3. Inclement Weather Hotel Program

The City follows the Inclement Weather Annex and Excessive Heat Response Annex to the County's Emergency Operation Plan. In accordance with the County's activation trigger thresholds for an inclement weather event, the City may activate an inclement weather event if any of the following conditions are present:

- Overnight low of 40 degrees or lower, with a probability of rain of at least 5%.
- Overnight low of 45 degrees or lower with a 50% or higher probability of rain.
- Persistent rainfall expected for two or more days and/or rainfall with flooding and/or soil oversaturation that could cause land movement that would create life-threatening conditions for those living in or along affected areas.
- When the National Weather Service deems a High Risk for much of the population, especially for those who are heat sensitive and those without effective cooling, and/or adequate hydration, and/or a Very High Risk for the

entire population due to long duration heat, with little to no relief overnight in accordance with the National Weather Service's HeatRisk Value Product.

City will use its discretion to activate an inclement weather event as conditions specific to the City applies. City will provide notice to Contractor of activation of an inclement weather event, after which Contractor will provide the following services:

- 5.3.1.** Partnership with a hotel located within City limits for up to eleven (11) hotel rooms that are reserved for the purposes of providing lodging for unhoused individuals and Program staff during inclement weather events. One (1) of the 11 rooms will be provided for a Residential Services Coordinator for each activation of the IWHP. The City does not anticipate activating the IWHP in excess of 45 total days per year, which equates to 495 rooms per year, including lodging for the Residential Services Coordinator.
- 5.3.2.** All of the Services provided in SO/CM and THP
- 5.3.3.** Additional street outreach services to provide notice directly to unhoused individuals, as well as advocate organizations, nonprofit providers, and other relevant parties through social media channels, website updates, and other methods that may be available

6. Stewardship of Hotel Sites

Contractor will be solely responsible for securing partnerships with local hotels for the purposes of the THP and IWHP. Contractor will partner with hotels that are within the City of Santa Clara, unless during an inclement weather event there are no vacancies in partner hotels. In such cases, Contractor will partner with hotels that are as close to City limits as possible, preferably within five (5) miles. Additionally, Contractor will:

- 6.1.** Limit occupancy per hotel room to a maximum of four (4) Clients, unless hotel policy states a maximum of less than 4, in which case the hotel policy will apply
- 6.2.** Provide copies of hotel partnership agreements and any amendments for review and approval by the City prior to execution
- 6.3.** Secure alternative agreements if the primary hotel cannot provide rooms at the required quantities or has been determined to be unfit for the purposes of this Agreement, including due to issues regarding the health and safety of Clients
- 6.4.** Provide immediate notification to the City of any change in hotel site for either program
- 6.5.** Adhere at all times to the terms and conditions stated within Contractor's hotel partnership agreements
- 6.6.** Provide immediate notification to the City of any event that could impact the term of the hotel partnership agreements, including but not limited to breach of contract by either party or failure to renew the agreement

7. GENERAL REQUIREMENTS

In addition to the Services stated above, Contractor will adhere to each of the following requirements for all Programs, unless otherwise specified below.

7.1. Case Management Ratio:

For all Programs included in this Agreement, Contractor will actively monitor Case Manager caseloads, ensuring a maximum ratio of twenty-five (25) standard case management clients per 1.0 FTE Case Manager. For caseloads that include clients requiring more intensive support, the maximum ratio may be reduced to seventeen (17) clients per 1.0 FTE case manager. Approval of a reduced caseload will be upon the sole discretion of Contractor.

7.2. Supervision: Contractor will ensure its street outreach/case management staff have regular access to supervision and case conferencing to ensure its staff are properly supported and providing appropriate services based in Client need.

7.3. Policies: Contractor will develop and maintain written policies that specify the rules and operations for each Program. Contractor will provide drafts of the policies for review and approval by the City. Final copies of all policies will be provided to the City upon completion, and Contractor will provide no less than thirty (30) days' notice to any updates to established policies.

At a minimum, Contractor will maintain policies that address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

7.4. Staff Training: Contractor will provide Contractor staff with regular training and development on topics, including but not limited to:

- County of Santa Clara OSH required trainings on use of the County's HMIS and HMIS enrollment
- VI-SPDAT Assessments and Housing Navigation
- De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources

7.5. Critical Incident Reporting: Contractor will report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to City staff. Critical incidents include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, or other critical incident involving Contractor staff or program Clients of the SO/CM, THP, and IWHP, as well as damage to the hotel resulting from Contractor staff or program Clients' actions.

7.6. Language and Interpretation Services: Contractor will make all program forms, including promotional materials such as flyers, available in English and Spanish. Contractor will ensure that translation and interpreter services are available. Contractor will address the needs of and provide services to the served population who primarily speak language(s) other than English. At the City's written request, Contractor will provide program forms, including promotional materials, in additional languages.

7.7. Coordination With City: Upon the request of the City, Contractor will coordinate the provision of Services with City departments and partner agencies, including but not limited to, the County of Santa Clara. Coordination may additionally include participation in meetings with City departments and/or partner agencies for the purposes of reporting on Services, participation in the biennial Point-in-Time Count, and generally on issues of homelessness in the City. In addition, Contractor may be asked to co-organize and coordinate events or workshops for the City which may include, but not be limited to, resource fairs for people experiencing homelessness. City will provide advance notice of meeting dates and times to ensure Contractor's availability to participate.

7.8. HMIS Compliance

Contractor will coordinate with the County of Santa Clara to maintain access to the County's Homeless Management Information System (HMIS), or any future systems/databases required by the County to submit homeless services data. Contractor will ensure compliance with the County's HMIS or future system requirements at all times.

7.9. Program Monitoring

Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives. Monitoring of program participation in the County's HMIS may include, but is not limited to, data quality reports from the County's HMIS, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

7.10. Fiscal Compliance and Contract Monitoring

Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs).

8. PERFORMANCE MEASURES

Contractor's performance toward intended Program goals will be measured according to the following criteria:

8.1. SO/CM Program

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 90% of case managed Clients at least once per week and document their efforts in the County's HMIS.	Number of unduplicated case managed Clients and number of weekly case management sessions they received in the reporting period.	90% of case managed Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.
B	Contractor will track quantity of individuals declining services and the reasons for declining outreach services.	Number of unduplicated individuals who declined outreach services during the reporting period.	Information purposes only. Contractor will provide a narrative description of common reasons individuals provide for declining services in the Quarterly Reports.
C	Contractor will work with case managed Clients to complete a VI-SPDAT assessment.	Number of unduplicated case managed Clients who completed a VI-SPDAT assessment in HMIS.	A minimum of 50% of case managed Clients will have completed VI-SPDAT assessment in HMIS.
D	Contractor will work with case managed Clients to complete a housing plan.	Number of unduplicated case managed Clients who complete a housing plan.	70% of case managed Clients engaged in services will have completed a housing plan within the first 90 days.
E	Contractor will work with case managed Clients to secure permanent or temporary shelter.	Number of unduplicated case managed Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of case managed Clients will exit to temporary housing destinations (e.g., emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.).

F	Contractor will work with case managed Clients to enroll in, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.	Number of case managed Clients who are enrolled in, maintain, or increase benefits in the reporting period.	A minimum of 50% of case managed Clients will be connected to, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.
G	Contractor will work with case managed Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of case managed Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	50% of case managed Clients will obtain the necessary documents to move into housing.
H	Contractor will work with case managed Clients to obtain health insurance.	Number of case managed Clients who have enrolled in health care services within the reporting period.	A minimum of 50% of case managed Clients will have enrolled in health care services.
I	Contractor will conduct at least 3,000 encounters and wellness checks annually, as verified by the County's HMIS. The City recognizes that changing departmental priorities will impact the number of encounters and wellness checks conducted by Contractor's Street Outreach staff.	Annual unduplicated and duplicated number of outreach encounters.	At least 3,000 outreach encounters (duplicated and unduplicated) will occur per contract year.

8.2. THP

	Activities	Measures	Service Objective
A	Contractor will ensure that Case Managers contact 100% of THP Clients a minimum of six days a week and document their efforts in the County's HMIS.	Number of unduplicated THP Clients and number of case management sessions they received in the reporting period.	100% of THP Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.

B	Contractor will work with 100% of THP Clients to complete a housing plan.	Number of unduplicated THP Clients who complete a housing plan.	100% of THP Clients will have completed a housing plan during their program stay.
C	Contractor will work with THP Clients to secure temporary or permanent housing.	Number of unduplicated THP Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of THP Clients will exit to temporary housing destinations (emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.)
D	Contractor will work with THP Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of THP Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	A minimum of 50% of THP Clients will obtain the necessary documents to move into housing.

8.3. IWHP

	Activities	Measures	Service Objectives
A	Activity: Contractor will provide intake and program orientation to all new IWHP Clients and updates for returning IWHP Clients in a new stay.	Monthly Reporting: Number of duplicated and unduplicated IWHP Clients served per inclement weather event Monthly Reporting: Number and percentage of unduplicated Clients who have received an intake and program orientation during each program activation.	Goal: 100% of the IWHP Clients will have received an intake and program orientation during each program activation as reflected in the County's HMIS.
B	Activity: Contractor will conduct daily counts and wellness checks for all IWHP Clients.	Monthly Reporting: Number and percentage of unduplicated IWHP Clients who received wellness checks daily.	Goal: 100% of all IWHP Clients will have a daily wellness check.

8.4 The criteria outlined above is subject to change, upon the City's written request.

9. **Reporting Requirements**

Contractor will provide regular progress updates to the City, as further described below.

9.1. Quarterly Performance Reports that will include at a minimum:

9.1.1. Total number of unduplicated Clients served during the reporting period

9.1.2. Progress toward each of the Performance Measures listed in Section 9. (Performance Measures).

9.1.3. A narrative description of trends, successes, and challenges observed during the reporting period, including the primary reasons given for declining Services.

9.2. Annual Performance Reports that combine all of the previously submitted data from the Quarterly Performance Reports and provide an overall summary of the contract activities, trends, successes, challenges, and recommendations for improvement.

9.3. Quarterly and Annual Performance Data will be submitted by Contractor in the City's database, *City Data Services (CDS)*, according to the schedule below. City will provide Contractor with access and training on the database as needed.

Reporting Period		Report Due in CDS
Q1	8/24/26 – 10/23/26 9/24/26 – 10/23/26 10/24/26 – 11/23/26	December 15
Q2	11/24/26 – 12/23/26 12/24/26 – 1/23/27 1/24/27 – 2/23/27	March 15
Q3	2/24/27 – 3/23/27 3/24/27 – 4/23/27 4/24/27 – 5/23/27	June 15
Q4	5/24/27 – 6/23/27 6/24/27 – 7/23/27 7/24/27 – 8/23/27	September 15
Annual Performance Data		September 30

9.4. Contractor will provide ad hoc reports as requested by the City.

Appendix A

CORE PRINCIPLES

Contractor will provide the Services within this Agreement in alignment with the principles and practices.

Housing First

Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Contractor services and operations will align with the Core Components of Housing First as defined in [California Welfare and Institutions Code, section 8255](#). This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant's loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, and use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of the populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Contractor will require their teams conduct Services using

effective communication, including whenever possible in Client's preferred language, and at the appropriate, educational and literacy levels, and in the context of the individual's cultural identity.

EXHIBIT B SCHEDULE OF FEES

1. FEES

Contractor will be compensated for Services at the rates set forth in Table 1, below and shall not exceed the estimated costs set forth each budget category of Service identified. The City may approve in writing the transfer of amounts between any of the budget categories provided the total maximum compensation is not exceeded. Contractor will not exceed any of the specified amounts for any budget category without prior written authorization from the City.

2. ADVANCE PAYMENT

The City will provide Contractor with one advance payment for Services, as further described below.

- 2.1** Within thirty (30) days of the Effective Date of this Agreement, City will pay Contractor an advance payment for the estimated costs of the first three months of Services, covering August 24, 2026 through November 23, 2026 ("Advance Period"), in the amount of Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Three Dollars (\$222,463) ("Advance Payment Amount").
- 2.2** Contractor shall comply with the invoice and expense reporting requirements set forth in Section 3 of this Exhibit B throughout the Advance Period.
- 2.3** The City will review the invoices and expense reports to verify the actual cost of Services provided during Advance Period. If the City finds that the actual cost of Services is less than the Advance Payment Amount, the City will notify Contractor of the remaining Advance Payment Amount City, which will be calculated as follows:
- 2.4** Total Advance Payment Amount less total amount of approved invoices and expense reports for the Advance Period.
- 2.5** The remaining Advance Payment will be used as credit deducted in three equal installments for the June, July, and August 2027 approved invoices and expense reports.

3. INVOICE AND EXPENSE REPORTING REQUIREMENTS

- 3.1.** Contractor will invoice City on a monthly basis for the expenses actually incurred by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

Contractor will itemize each invoice and accompany it with an expense report ("Expense Report") that includes, at a minimum, supporting documentation for the following:

- 3.2.** Expenses incurred per budget category listed on the Annual Services Budget (Table 1)

- 3.3.** The number of nights per hotel room billed during the invoice period. Invoices will also indicate whether rooms were used for the THP or the IWHP.
- 3.4.** A brief narrative of any relevant activities or updates from the period being invoiced
- 3.5.** A complete summary of Contractor's invoice and reporting requirements, including submission of Quarterly and Annual Performance Data as described in Exhibit A, is summarized in the table below.

Service Period One - Invoice & Reporting Requirements				
Service Period One (August 24, 2026 - August 23, 2027)				
Quarter	Service Period	Invoice (Inv.)/Expense Report (ER) Due		Quarterly Report Due in CDS
Q1	8/24/26 – 9/23/26	10/15/2026 (ER Only)	December 15, 2026	
	9/24/26 – 10/23/26	11/15/2026 (ER Only)		
	10/24/26 – 11/23/26	12/15/2026 (ER Only)		
Q2	11/24/26 – 12/23/26	1/15/2027 (Inv. / ER)	March 15, 2027	
	12/24/26 – 1/23/27	2/15/2027 (Inv. / ER)		
	1/24/27 – 2/23/27	3/15/2027 (Inv. / ER)		
Q3	2/24/27 – 3/23/27	4/15/2027 (Inv. / ER)	June 15, 2027	
	3/24/27 – 4/23/27	5/15/2027 (Inv. / ER)		
	4/24/27 – 5/23/27	6/15/2027 (Inv. / ER)		
Q4	5/24/27 – 6/23/27	7/7/2027 (Inv. / ER)* <i>*Early due date for City year-end processes</i>	September 15, 2027	
	6/24/27 – 7/23/27	8/15/2027 (Inv. / ER)		
	7/24/27 – 8/23/27	9/15/2027 (Inv. / ER)		
Annual Performance Data for August 24, 2026 – August 23, 2027			September 30, 2027	

Service Period Two - Invoice & Reporting Requirements			
Service Period Two (August 24, 2027 - August 23, 2028)			
Quarter	Service Period	Invoice (Inv.)/Expense Report (ER) Due	Quarterly Report Due in CDS
Q1	8/24/27 – 9/23/27	10/15/2027 (Inv. / ER)	December 15, 2027
	9/24/27 – 10/23/27	11/15/2027 (Inv. / ER)	
	10/24/27 – 11/23/27	12/15/2027 (Inv. / ER)	
Q2	11/24/27 – 12/23/27	1/15/2028 (Inv. / ER)	March 15, 2028
	12/24/27 – 1/23/28	2/15/2028 (Inv. / ER)	
	1/24/28 – 2/23/28	3/15/2028 (Inv. / ER)	
Q3	2/24/28 – 3/23/28	4/15/2028 (Inv. / ER)	June 15, 2028
	3/24/28 – 4/23/28	5/15/2028 (Inv. / ER)	
	4/24/28 – 5/23/28	6/15/2028 (Inv. / ER)	
Q4	5/24/28 – 6/23/28	7/7/2028 (Inv. / ER)* <i>*Early due date for City year-end processes</i>	September 15, 2028
	6/24/28 – 7/23/28	8/15/2028 (Inv. / ER)	
	7/24/28 – 8/23/28	9/15/2028 (Inv. / ER)	
Annual Performance Data for August 24, 2027 – August 23, 2028			September 30, 2028

** The invoice and reporting schedule for the Services provided during the Final Service Period, if authorized by the City, will be established in writing by the City to Contractor.*

3.6. The City will have thirty (30) business days from receipt of an approved invoice and Expense Report to approve or deny the invoice. If the City denies an invoice, the City will provide Contractor written notice identifying the deficiencies. Contractor will have ten (10) business days from receipt of City's notice to either provide additional documentation clarifying expenses or submit a revised invoice and Expense Report correcting the deficiencies subject to review and approval by the City. If Contractor does not correct deficiencies to the satisfaction of the City within the ten (10) business day cure period, the City reserves the right to terminate this Agreement in accordance with Section 7 of this Agreement, entitled "Termination" and shall not pay Contractor for the deficient invoice.

3.7. City will pay Contractor within sixty (60) days of receipt of an approved invoice and Expense report. Payments made after such sixty (60) day period will be subject to a 1.5% per month interest penalty payment (in addition to all outstanding amounts due) or, the maximum amount of interest allowable by law, whichever is less.

TABLE 1
YEAR ONE SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	\$ 104,000	2.0	\$25.00/hour * 2080 hrs * 2.0 FTE
Case Manager	\$ 120,640	2.0	\$29.00/hour * 2080 hrs * 2.0 FTE
Program Manager	\$ 36,400	0.5	\$35.00/hour * 2080 hrs * 0.5 FTE
Residential Service Coordinator – THP and IWHP	\$ 21,600	2.0	\$30.00/hour * 16 hrs * 45 days
Benefits @ .23	\$ 65,007		
subtotal personnel	\$ 347,647	6.5	
Operating Expenses			
THP - Rental of Property - 5 RMS	\$ 228,125		Actual cost, not to exceed ("NTE") \$125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	\$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	\$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP			Actual cost, NTE \$125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	\$ 5,625		Staff Room: 1 room at \$125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	\$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	\$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	\$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	\$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement			Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	\$ 9,600		Reimbursable up to out-of-pocket cost
IT Communication Operations, Support/Maintenance			Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	\$ 3,500		Reimbursable up to out-of-pocket cost

Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	\$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	\$ 426,138		
Admin Expense			
15% indirect cost*	\$116,068		
subtotal admin expense	\$116,068		
Total Expenses	\$889,853		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

YEAR TWO SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	\$ 107,120	2.0	Year 1 Salary (\$25/hr) + 3% Cost-of-Living Increase ("COLA")*
Case Manager	\$ 124,259	2.0	Year 1 Salary (\$29/hr) + 3% Cost-of-Living Increase ("COLA")*
Program Manager	\$ 37,492	0.5	Year 1 Salary (\$35/hr) + 3% Cost-of-Living Increase ("COLA")*
Residential Service Coordinator – THP and IWHP	\$ 22,248	2.0	Year 1 Salary (\$30/hr) + 3% Cost-of-Living Increase ("COLA")*
Benefits @ .23	\$ 65,007		
subtotal personnel	\$ 356,126	6.5	
Operating Expenses			
THP - Rental of Property - 5 RMS	\$ 228,125		Actual cost, NTE \$125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	\$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	\$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP	\$ 56,250		Actual cost, NTE \$125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	\$ 5,625		Staff Room: 1 room at \$125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	\$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	\$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	\$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	\$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement	\$ 2,500		Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	\$ 9,600		Reimbursable up to out-of-pocket cost

IT Communication Operations, Support/Maintenance	\$ 7,500		Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	\$ 3,500		Reimbursable up to out-of-pocket cost
Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	\$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	\$ 426,138		
Admin Expense			
15% indirect cost*	\$116,068		
subtotal admin expense	\$116,068		
Total Expenses	\$898,332		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California that cover all Services required under this Agreement. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01 on an occurrence basis. Policy limits, terms, and conditions are subject to review, but will in no event be less than, the following:

\$5,000,000 Each Occurrence for Bodily Injury and Property Damage
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal and Advertising Injury
2. Exact structure and layering of the coverage will be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.
3. The following provisions will apply to the Commercial General Liability policy as well as any umbrella/excess liability policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; except a Named Insured versus Named Insured version may be permissible; and
 - c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.
 - d. There will be no exclusions which preclude coverage for claims or suits including, but not limited to, assault, battery, molestation, sexual abuse, human trafficking, narcotics.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office form CA 00 01 with policy limits a minimum limit of not less than two million dollars (\$2,000,000) combined single limit. Business automobile liability coverage should apply to all owned (if any), non-owned, leased, and hired vehicles, including, but not limited to, automobiles, trucks and trailers..

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this Agreement. Coverage will be in an amount of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) aggregate. Any coverage containing a deductible or self-retention must first be disclosed in writing by the City Attorney's Office. If coverage is provided on a claims made basis, the policy shall have a retroactive date that precedes the start of the work and shall remain in effect or provide for an extended reporting period for three years following completion of the work.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of the commercial general liability and, business automobile liability policies.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City. The commercial general liability coverage must provide, Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent. The business automobile liability coverage must provide Insurance Services Office (ISO) Endorsement CA 20 48, or its equivalent.

All the following clauses and/or endorsements, or similar provisions, must be part of each required insurance policy.

2. Waiver of Subrogation. In favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.
3. Primary and non-contributing. Each insurance policy provided by Contractor will contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Contractor's insurance.
4. Cancellation.
 - a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least ten (10) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least thirty (30) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements will, and insurance compliance documents

provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor will file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker will provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor will submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement will be mailed to:

EBIX Inc.	
City of Santa Clara – Planning	
P.O. Box 100085 – S2	or 1 Ebix Way
Duluth, GA 30096	John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance

company of equal financial stability that is approved by the City or its insurance compliance representatives.

- J. By requiring the minimum insurance coverage set forth in this Exhibit C, the City does not assume any responsibility for the adequacy of such coverage or confirming Contractor's compliance therewith. Delivery or acceptance of a certification of insurance not meeting the requirements of this provision shall not be deemed to waive any of Contractor's requirements hereunder.