

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Homebase a California 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 services more fully described in this Agreement, at Exhibit A, 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.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall 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

Exhibit D – Labor Compliance Addendum (if applicable)

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 shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 30, 2022 and terminate on March 30, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall 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 shall be fit for the purpose intended, shall be free from defect and shall conform 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 shall 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 shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is seventy-five thousand dollars (\$75,000.00), subject to budget appropriations, which includes 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 maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall 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 written notice to Contractor.
- C. Upon termination, each Party shall 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.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall 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.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

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 shall be held confidential by Contractor and shall 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 shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall 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 shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall 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. The City grants to Contractor an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform, and/or display any work products developed by Contractor in connection with the services performed under this Agreement.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall 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 shall be disallowed by City. Contractor shall 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 shall 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 shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall 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, shall 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.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall 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 shall 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 shall 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 shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Housing & Community Services Manager
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at amarcus@santaclaraca.gov

And to Contractor addressed as follows:

Homebase
Attn: James Roop
870 Market Street, Suite 1228, San Francisco, CA 94102
and by e-mail at james@homebaseccc.org

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

18. COMPLIANCE WITH LAWS

Contractor shall 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 3.40.060), 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 shall 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 shall 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 shall 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 shall 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 shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall 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.

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25. COUNTERPART

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

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: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

HOMEBASE
a California corporation

Dated: _____

By (Signature): _____

Name: Nikka Rapkin

Title: Executive Director

Principal Place of Business Address: 870 Market Street, Suite 1228, San Francisco, CA 94102

Email Address: nikka@homebaseccc.org

Telephone: (415)-788-7961 ext. 303

Fax: ()

“CONTRACTOR”

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Based on our experience and our understanding of the City of Santa Clara’s goals and priorities for this project, Homebase proposes the following scope of work. We are happy to adjust as needed to meet your goals, budget, and desired timeline.

Tentative Project Schedule
(subject to change)

Month		Task/Deliverable
1	February	<p>Outreach and selection of Housing Taskforce members.</p> <p>Begin environmental scan; Homebase to request documents and data for review.</p>
2	March	<p>Continue environmental scan.</p> <p>Housing Task Force Meeting #1</p> <ul style="list-style-type: none"> • Introduce members and develop a shared vision and goals for the project and staffing constraints for this project. • Present existing materials such as the County strategic plan. • Present implementation outline to bring all members up to speed on plan development. <p>Create community engagement plan; begin planning for community kick off meeting.</p>
3	April	<p>Housing Task Force Meeting #2</p> <ul style="list-style-type: none"> • Discuss priorities and areas of focus for planning process. • Provide input on plan for community engagement. • Coordinate outreach and taskforce involvement in community engagement process. <p>Begin community engagement process (develop collateral to promote the process, host community kick-off meeting; schedule focus groups, interviews; draft stakeholder survey)</p>
4	May	<p>Continue community engagement process (conduct focus groups, interviews; administer stakeholder survey)</p> <p>Housing Task Force Meeting #3</p>

		<ul style="list-style-type: none"> • Update on community engagement and emerging themes. • Coordinate outreach and taskforce involvement in continued community engagement.
5	June	<p>Homebase to compile draft findings from the environmental scan and community engagement process and recommendations.</p> <p>Housing Taskforce Meeting #4</p> <ul style="list-style-type: none"> • Homebase to present summary of findings from environmental scan and community engagement and recommendations. • Discussion of proposed strategies and priority areas. <p>Homebase to begin drafting plan based on input from Taskforce meeting and in alignment with County Plan to End Homelessness.</p>
6	July	<p>Homebase to continue drafting plan with guidance from Taskforce.</p> <p>Housing Taskforce Meeting #5</p> <ul style="list-style-type: none"> • Continued discussion of proposed strategies and goals for draft plan and alignment with County Plan to End Homelessness.
7	August	<p>Homebase to complete drafting of plan and plan summary document.</p> <p>Housing Taskforce Meeting #6</p> <ul style="list-style-type: none"> • Homebase to present draft plan.
	Sept 2022- March 2023	Homebase to provide light touch support through City Council approval process.

PHASE I: HOUSING TASK FORCE FACILITATION

A. Formation of the Housing Taskforce and Facilitate Monthly Housing Taskforce Meetings Month 1, Ongoing

In our experience with strategic planning, Homebase has found that the engagement of a steering committee has been key to the overall success of the planning process, resulting in shared strategies across departments and stakeholder groups city-wide. In this case, Homebase will support the development of the Housing Taskforce, including a Kick-Off meeting and subsequent monthly meetings. The Housing Taskforce will oversee and advance the strategic planning process with facilitative support from the Homebase team. It is essential for the Taskforce to consist of stakeholders with a range of perspectives and experience, which may

include City officials and staff, unhoused individuals or members of the community with lived experience of homelessness, and other stakeholders identified by the City.

1. Taskforce Composition

Taskforce may include representatives from the following stakeholders:

- Destination Home (1)
- Bill Wilson Center (1)
- Abode Services (1)
- HomeFirst (1)
- Santa Clara County Office of Supportive Housing (1)
- Community Representatives (4-8)

City staff and City Council member offices will facilitate outreach and engagement to identify community members interested in participating in the taskforce. Homebase will coordinate the selection process based on established criteria. Homebase will support recruitment of Community Representatives and use best efforts to identify a representative from each of the six Santa Clara Council districts and an at-large member of the City. Selection criteria for the taskforce should reflect a diverse range of experiences, knowledge, expertise and representation balancing between people with lived experiences, business owners, renters, and homeowners.

The Taskforce will comprise of 5 stakeholder members and 4-8 Community Representatives, for a total of 9-13 total members, including at least two members with lived experience of homelessness.

Homebase will attend and facilitate monthly meetings via a virtual platform. A Kick-Off meeting will be held to introduce members and develop a shared vision and goals for the project. At that time, the Homebase team will present existing materials such as the County strategic plan and the implementation outline to bring all members up to speed on plan development. During the initial phases of this project, the Taskforce will be a forum for discussion of persistent challenges and emerging opportunities for critical investment. The Taskforce will also review and approve Homebase's Planning Process and Stakeholder Engagement Plan to establish a guiding vision and goals for the planning process and subsequent Plan development.

B. Plan and Prepare Meeting Agendas and Relevant Materials Month 1, Ongoing

In preparation for Housing Taskforce meetings, the Homebase team will develop all agendas, announcements, and meeting materials. This may require research on topics of interest to the Taskforce as they develop strategies and policy solutions, information on established and emerging best practices, and successful strategies in place in other communities. Homebase will serve as a neutral facilitator, providing information and support as needed while enabling robust discussion among stakeholders on the Taskforce.

PHASE II: COMMUNITY EDUCATION AND ENGAGEMENT

A. Conduct Environmental Scan Months 1-3

Homebase will gather information and data to develop a baseline understanding of the City of Santa Clara's strengths, needs, and gaps in relation to homelessness. Homebase will carry out an environmental scan that identifies existing housing and homelessness needs and constraints in the City as well as existing policies and programs that reduce and prevent homelessness and meet the housing needs of the future unhoused or near-unhoused. This assessment will consider both the need for new programs as well as improvements to the operation of existing housing and services. Our team will review and analyze initiatives underway in the city, county, and region (including the implementation of the Santa Clara County Community Plan to End Homelessness) to ensure that the plan is informed by and aligned with the work that has already begun.

B. Create a Community Outreach Plan

Months 2-4

We have found that engaging a wide range of stakeholders in the planning process and providing meaningful opportunities for input and feedback is paramount for a successful strategic plan and future implementation. Stakeholder engagement not only supports the development of a community-informed strategic plan; it also serves to build momentum and enthusiasm, building consensus and buy-in on strategies and next steps. As such, Homebase will facilitate a comprehensive community engagement process that ensures that planning and recommendation development is based on concrete information about local needs and resources. Building upon the environmental scan, we will conduct a deeper assessment of strengths and needs grounded in community engagement via a community kick-off event, virtual or in-person stakeholder interviews, and focus groups.

Homebase will work with City staff and the Housing Taskforce to design and facilitate virtual and/or in-person convenings according to current public health conditions. Our team has the capability and experience necessary to successfully conduct engaging online meetings with diverse stakeholders that leverage technology, use adult learning principles, and are inclusive of people with varying degrees of access, comfort, and facility with technology. We will work with the City to develop agendas, discussion questions, infographics, and other materials necessary for the following community engagement activities.

Community Kick-Off Event and Planning Workshop

We propose to initiate community engagement with a community kick-off event / workshop. This event would be an open (most likely virtual) meeting aimed at achieving early engagement and buy-in from key stakeholders, and the session would be scheduled to ensure broad participation and attendance. The event will be organized with the goal of inviting everyone with any interest in contributing to the planning process, including City officials and staff, housing and service providers, representatives from schools, law enforcement, healthcare and other adjacent systems, business and community leaders, unhoused residents and individuals with lived experience of homelessness, and community members at-large. This event will be structured to both build community-wide support for the planning process and gather initial information to guide planning. As such, meeting participants will receive information about homelessness in the City and general information on best practices and will have the opportunity to provide initial feedback to the process about needs, gaps, and existing service system performance.

Key Stakeholder Interviews

Identifying key stakeholders to provide in-depth information via individual interviews is an important element of the strategic planning process. We will work with the City and/or Housing Taskforce to identify 3-4 key stakeholders for interviews. We have also found that stakeholders who may best inform the process via interviews are often identified during the process of community meetings and outreach.

Focus Group Meetings

To further contextualize our analysis of gaps, needs and resources, and to solicit additional input from the community, we also propose a series of 3-4 meetings with key stakeholders, with the participation and structure developed in partnership with City staff and Taskforce members. We expect to host most of these meetings virtually but may hold in-person meetings if desired and appropriate. These meetings will include focus groups with stakeholders and may also include an internal inter-departmental City staff meeting, and/or topical subcommittee sessions. We will engage the knowledge and experiences of a cross-section of those closest to the issue of homelessness in the City, which may include City staff, housing and homeless service providers, public and behavioral health providers, business groups, civil rights organizations, court officials, public safety providers, education providers, economic and workforce development providers, neighborhood associations, and which will include focus groups with unhoused people and people with lived experience of homelessness. Focus groups with people with direct experiences of homelessness may be organized by geography, sub-population, or program component. The structure of these focus groups, participants, and outreach and engagement methods will be determined in consultation with the Housing Taskforce and/or City staff and will take into consideration logistical constraints due to COVID-19 as necessary. We propose to provide gift cards to honor the time of individuals with lived experience of homelessness who participate in focus groups.

Stakeholder / Provider Survey

In addition to the community-wide kickoff event, individual interviews, and work sessions/focus groups, we propose conducting an e-survey for stakeholders including housing and service providers. We have found that e-surveys allow for an additional avenue to gain input from stakeholders while being respectful of time constraints and other obligations.

PHASE III: GOALS, POLICIES, PROGRAMS, AND QUANTIFIED OBJECTIVES

A. Identification of Goals, Policies, Programs, and Objectives to Include in the City Plan to End Homelessness Months 5-6

Homebase will analyze the information gathered during the environmental scan and stakeholder engagement processes to develop a set of findings and recommendations that identify goals, policies, programs, and quantified objectives to include in the City Plan to End Homelessness to ensure an effective response to the housing and homelessness needs and constraints in Santa Clara. Our team will compile a draft of these findings and recommendations in order to work with the Housing Taskforce to flesh out and refine the mission, goals, objectives, and strategies to guide the City in addressing homelessness.

B. Compliment to Santa Clara County Plan to End Homelessness Month 6

The Homebase team will work with the Housing Taskforce to identify how each priority area for action and related goals, objectives, and strategy recommendations align with strategies and goals outlined in the Santa Clara County Plan. Identified goals and strategies will support County and regional efforts without duplication in order to support a collective impact on homelessness.

C. Conclude Taskforce with a Draft city Plan to End Homelessness Months 6-7-

Based on the environmental scan, identified goals, policies, programs, and objectives, and on input from community stakeholders, City staff, and the Housing Taskforce, the Homebase team will develop a draft strategic plan. The Plan draft will include:

- Information from the environmental scan and community engagement activities, identifying strengths, unmet needs, and opportunities;
- Priority areas for action, as defined by the Housing Taskforce and other stakeholders;
- Goals, objectives, and recommendations for each priority area of action;
- Identification of City actions that support County and regional efforts without duplication; and
- Support for implementation.

The full draft document will be provided to City staff and the Housing Taskforce at a concluding Taskforce meeting, along with a summary document outlining key elements of the Plan. This summary document will be a clear, concise outline of the Plan that can be used to share information about the draft Plan with community stakeholders.

PHASE IV: SUPPORT FOR ADOPTION OF PLAN

Following submission of the draft plan, Homebase will be available to provide light touch technical assistance to City staff prior to and following the public hearing where the final plan will be presented to City Council for the period of August 2022 to March 2023.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City’s receipt of an approved invoice.

The following fee schedule and budget is effective January 1, 2022, and sets forth hourly billing rates for each staff position/level for a total of 718 minimum hours.

City of Santa Clara 2022			
Homebase Budget			
Line Items & Descriptions	Hours	Hourly Rate	Total
Directing Attorney	235	133.92	\$31,471.20
Senior Staff Attorney	226	96.34	\$21,772.84
Policy Analyst	217	74.22	\$16,105.74
Project Coordinator	40	83.49	\$3,339.60
Total Salaries and Benefits	718		\$72,689.38
Operating Expenses			
Supplies/Photocopies/Overhead			\$1,752.98
Incentives for People with Lived Experience			\$450.00
Two trips SF-->Santa Clara @ \$.585			\$107.64
Total Expenses			\$2,310.62
GRAND TOTAL			\$75,000.00

There are no equipment charges, per diem expenses, expendable material or new parts costs, outside services costs, or overtime costs.

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 shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or

regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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 shall 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).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

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, using 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.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall 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 shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall 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 shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall 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 shall 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 shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. 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 D of this Exhibit C, above.

E. 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, except as with respect to limits. 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 with, 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 shall 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.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, 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 shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall 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 shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall 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 shall be mailed to:

EBIX Inc.

City of Santa Clara [*insert City department name here]

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

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and

cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor’s address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.