

**CONTRACT NO. C23186552**  
**BETWEEN THE CITY OF PALO ALTO AND DOWNTOWN STREETS TEAM**

This Contract No. C23186552 (“Contract”), dated for convenience on December 13, 2022, by and between the CITY OF PALO ALTO, a California chartered municipal corporation of the State of California (“CITY”), and DOWNTOWN STREETS TEAM, a corporation duly organized and existing under the Nonprofit Corporation Law of the State of California, located at 1671 THE ALAMEDA, SUITE 306, SAN JOSE, CA 95126 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties”.

**RECITALS:**

A. CITY provides grants to organizations who deliver direct services and desires to obtain outreach services for HOMELESSNESS/OUTREACH in the community (the “Program” or “Services”), as more fully described in Exhibit “A”.

B. CITY desires to engage CONSULTANT in providing the Services based on CONSULTANT’s qualifications and experience in performing the Services.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Contract, the Parties agree:

**SECTION 1. TERM**

1.1 The term of this Contract will commence on July 1, 2022 and will terminate on June 30, 2023, unless this Contract is earlier terminated pursuant to Section 12 of this Contract.

1.2 Upon full execution of this Contract, CONSULTANT will commence work on the initial and subsequent Program tasks in accordance with the time schedule set forth in Exhibit “A”.

1.3 Time is of the essence in the performance of this Contract.

1.4 In the event that the Program is not completed within the time required through any fault of CONSULTANT, CITY’s City Manager will have the option of extending the time schedule for any period of time. This provision will not preclude the recovery of damages for delay caused by CONSULTANT.

**SECTION 2. SCOPE OF PROGRAM SERVICES; CHANGES & CORRECTIONS**

2.1 CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Contract. The performance of all Services shall be to the reasonable satisfaction of CITY.

2.2 CITY may require substantial changes in the scope or character of the Basic Services, or the Program, either decreasing or increasing the amount of work required of CONSULTANT. In the event that such changes are required, subject to the approval of CITY’s City Council, as may be necessary, CONSULTANT will be entitled to full compensation for all work

performed prior to CONSULTANT'S receipt of the notice of change and further will be entitled to an extension of the time schedule. CITY will not be liable for the cost or payment of any change in work, unless the amount of additional compensation attributable to the change in work is agreed to, in writing, by CITY before CONSULTANT commences the performance of any such change in work. Any increase in compensation for changes in the work required by CITY will require a Contract amendment executed by the Parties.

### SECTION 3. QUALIFICATIONS, STATUS, AND DUTIES OF CONSULTANT

3.1 CONSULTANT represents and warrants that it has the expertise and professional qualifications to furnish or cause to be furnished the Services. CONSULTANT further represents and warrants that the program director and every individual, including any consultant, charged with the performance of the Services are duly licensed or certified by the State of California (or any other relevant government or professional organization), to the extent such licensing or certification is required by law to perform the Services, and that the Program will be executed by them or under their supervision.

3.2 CONSULTANT covenants and agrees that it will execute or cause to be executed, the Program.

3.3 CONSULTANT will assign a single program director to have supervisory responsibility for the performance, progress, and execution of the Program. The program director will represent CONSULTANT during the day-to-day work on the Program. If circumstances or conditions subsequent to the execution of this Contract cause the substitution of the program director, the CONSULTANT shall notify the program manager of such a change.

3.4 CONSULTANT represents, warrants and agrees that it will:

3.4.1 Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful administration of the Program;

3.4.2 Keep itself fully informed of and comply with all Federal, State of California, and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Contract and any materials used in CONSULTANT's performance of the Services;

3.4.3 At all times observe and comply with, and cause its employees and consultants, if any, who are assigned to the performance of this Contract to observe and comply with, the laws, ordinances, regulations, orders and decrees mentioned above; and

3.4.4 Will report immediately to the program manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and decrees mentioned above in relation to the deliverables.

3.4.5 Comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time.

3.5 Any deliverables given to, or prepared or assembled by, CONSULTANT or its consultants, if any, under this Contract will become the property of CITY and will not be made

available to any individual or organization by CONSULTANT or its consultants, if any, without the prior written approval of the City Manager.

3.6 CONSULTANT will provide CITY with copies of any documents which are a part of the deliverables upon their completion and acceptance by CITY.

3.7 If CITY requests additional copies of any documents which are a part of the deliverables, CONSULTANT will provide such additional copies or provide press-ready electronic files.

3.8 CONSULTANT will be responsible for employing or engaging all persons necessary to execute the Program. All consultants of CONSULTANT will be deemed to be directly controlled and supervised by CONSULTANT, which will be responsible for their performance.

3.9 In the execution of the Program, CONSULTANT and its consultants, if any, will at all times be considered independent contractors and not agents or employees of CITY.

3.10 CONSULTANT will perform or obtain or cause to be performed or obtained any and all of the following Additional Services, not included under the Basic Services, if so authorized, in writing, by CITY:

3.10.1 Providing services as an expert witness in connection with any public hearing or meeting, arbitration proceeding, or proceeding of a court of record;

3.10.2 Incurring travel and subsistence expenses for CONSULTANT and its staff beyond those normally required under the Basic Services;

3.10.3 Performing any other Additional Services that may be agreed upon by the parties subsequent to the execution of this Contract; and

3.10.4 Other Additional Services now or hereafter described in Exhibit "A" to this Contract.

3.11 CONSULTANT shall coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.

3.12 CONSULTANT shall seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources. Unless deemed inappropriate by the program manager, CITY may support CONSULTANT in its search of grants, funding, or other income by serving as a sponsoring agency, by providing letters of support, or by rendering advice on application for grants.

3.13 CONSULTANT shall include an acknowledgment of CITY funding and support in all appropriate publicity or publications regarding its programs and services using words to the effect that "services are provided in cooperation with the City of Palo Alto" or "through City of Palo Alto funding" as approved by the program manager.

3.14 Throughout the term of this Contract, CONSULTANT shall remain an independent, nonprofit corporation under the laws of California governed solely by a Board of Directors, with up-to-date bylaws. CONSULTANT shall operate by its Bylaws. Any changes in CONSULTANT's Articles of Incorporation, Bylaws, or tax-exempt status shall be reported by CONSULTANT immediately to the City's program manager.

3.15 The Board of Directors of CONSULTANT shall include representation from the broadest possible cross section of the community including: those with expertise and interest in CONSULTANT's services, representatives from community organizations, and users of CONSULTANT's services.

3.16 All meetings of the Board of Directors of CONSULTANT shall be open to the public, except meetings, or portions thereof, dealing with personnel or litigation matters or other matters required by law to be confidential.

3.17 CONSULTANT shall keep minutes of all regular and special meetings of its Board of Directors.

#### SECTION 4. DUTIES OF CITY

4.1 The City Manager will represent CITY for all purposes under this Contract. The City's assigned Program Manager will supervise the performance, progress, and execution of the Program. The Program Manager may conduct site visits of CONSULTANT's facility(s) during the Contract term.

4.2 In the event CITY should determine from any identifiable source, including but not limited to reports submitted by CONSULTANT under this Contract or any evaluation report from any identifiable source, that there is a condition which requires correction, CITY may forward to CONSULTANT requests for corrective action. Such requests shall indicate the nature of the issue or issues which are to be reviewed to determine the need for corrective action and may include a recommendation as to appropriate corrective action. Within thirty (30) days of CITY's request, CONSULTANT shall submit its response, which shall include its views of the problem and proposed action, if any. Upon request of either party, the parties shall meet to discuss any such request and response within the thirty-day period specified.

#### SECTION 5. COMPENSATION

5.1 In consideration of the full performance of this Contract, CITY will compensate CONSULTANT in the amount not-to-exceed One Hundred Sixty Thousand Four Hundred Seventy Seven Dollars (\$160,477.00) as follows, all subject to the provisions of 17.12 of this Contract:

5.1.1 On the billing form provided by CITY, CONSULTANT shall submit a bill on a monthly basis by the fifteenth (15th) day of the following month for services provided under this Contract during the preceding three months. The bill shall specify actual expenditures along with verification documentation directly related to this Contract, in accordance with Exhibit "B". The fees of CONSULTANT's subconsultants, who have direct contractual relationships with CONSULTANT, must be approved, in advance, by CITY. CITY reserves the right to refuse payment of such fees, if such prior approval is not obtained by CONSULTANT. In accordance with Exhibit "A," Scope of

Program Activities, the semi-annual report shall specify the CONSULTANT's measurement plan for evaluating the degree that the program goals and objectives have been met.

5.1.2 The full payment of charges for extra work or changes, or both, in the execution of the Program will be made, provided such request for payment is initiated by CONSULTANT and authorized, in writing, by CITY's Program Manager. Payment will be made within thirty (30) days of submission by CONSULTANT of a statement of itemized costs covering such work or changes, or both. Prior to commencing such extra work or changes, or both, the parties will agree upon an estimated maximum cost for such extra work or changes. CONSULTANT will not be paid for extra work or changes, including, without limitation, any design work or change order preparation, which is made necessary on account of CONSULTANT's errors, omissions, or oversights.

5.1.3 Direct personnel expense of employees assigned to the execution of the Program by CONSULTANT will include only the work and other documents pertaining to the Program, and in services rendered during the Program to the extent such services are expressly contemplated under this Contract. Included in the cost of direct personnel expense of these employees are salaries and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

5.2 The schedule of payments will be made as follows:

5.2.1 Payment of the Basic Services will be made in quarterly progress payments in proportion to the quantum of services performed, or in accordance with any other schedule of payment mutually agreed upon by the Parties, as set forth in Exhibit "B", or within thirty (30) days of submission. If CONSULTANT requests greater than 25% of contracted funding in one quarter, pre-approval from CITY must be obtained along with verification documents. Final payment will be made by CITY after CONSULTANT has submitted all deliverables, including, without limitation, reports which have been approved by the CITY's Program Manager.

5.2.2 No deductions will be made from CONSULTANT's compensation on account of penalties, liquidated damages, or other sums withheld by CITY from payments to general contractors.

## SECTION 6. PROGRAM RECORDS

6.1 Upon reasonable notice, CONSULTANT shall grant CITY's program manager access to all CONSULTANT records, data, statements, and reports, which pertain to this Program. CONSULTANT shall secure all necessary client and/or personnel release of information forms to allow the program manager and others specifically designated, in writing by the program manager to be afforded such access. Access to clinical records will be coordinated with the client, the client's representative and the CONSULTANT upon reasonable request from the program manager. CONSULTANT is not required to provide information, the disclosure of which is expressly prohibited by California or Federal laws.

## SECTION 7. ACCOUNTING, AUDITS, OWNERSHIP OF RECORDS

7.1 CONSULTANT shall appoint a fiscal agent who shall be responsible for the financial and accounting activities of CONSULTANT, including the receipt and disbursement of CONSULTANT funds.

7.2. CONSULTANT shall appoint from its Board a treasurer who shall review Financial Statements of CONSULTANT on a regular basis.

7.3 Records of the direct personnel expenses and expenses incurred in connection with the performance of Basic Services and Additional Services pertaining to the Program will be prepared, maintained, and retained by CONSULTANT in accordance with generally accepted accounting principles and will be made available to CITY for auditing purposes at mutually convenient times during the term of this Contract and for three (3) years following the expiration or earlier termination of this Contract.

7.4 CONSULTANT shall provide for independent audit of its fiscal year transactions, records, and financial reports at least every two (2) years. The certified public accountant shall submit the report to both parties. The cost of this audit shall be borne by CONSULTANT.

7.5 The originals of the deliverables prepared by or under the direction of CONSULTANT in the performance of this Contract will become the property of CITY irrespective of whether the Program is completed upon CITY's payment of the amounts required to be paid to CONSULTANT. These originals will be delivered to CITY without additional compensation. CITY will have the right to utilize any final and incomplete drawings, estimates, specifications, and any other documents prepared hereunder by CONSULTANT, but CONSULTANT disclaims any responsibility or liability for any alterations or modifications of such documents.

#### SECTION 8. INDEMNITY

8.1 To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Contract, regardless of whether or not it is caused in part by an Indemnified Party.

#### SECTION 9. WAIVERS

9.1 No waiver of a condition or nonperformance of an obligation under this Contract is effective unless it is in writing in accordance with Section 17.6 of this Contract. No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

9.2 No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Contract.

#### SECTION 10. INSURANCE

10.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Contract, the insurance coverage described in Exhibit C, entitled

“INSURANCE REQUIREMENTS”. CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

10.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Contract will obtain and maintain, in full force and effect during the term of this Contract, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

10.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Contract. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Contract.

10.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Contract, including such damage, injury, or loss arising after the Contract is terminated or the term has expired.

## SECTION 11. WORKERS’ COMPENSATION

11.1 CONSULTANT, by executing this Contract, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing the performance of the Program.

## SECTION 12. TERMINATION OR SUSPENSION OF CONTRACT OR PROGRAM

12.1 The City Manager may suspend the execution of the Program, in whole or in part, or terminate this Contract, with or without cause, by giving thirty (30) days prior written notice thereof to CONSULTANT, or immediately after submission to CITY by CONSULTANT of any completed item of Basic Services. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance under this Contract.

12.2 CONSULTANT may terminate this Contract or suspend its execution of the Program by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY or in the event CITY indefinitely withholds or withdraws its request for the initiation or continuation of Basic Services or the execution of the Program.

12.3 Upon such suspension or termination by CITY, CONSULTANT will be compensated for the Basic Services and Additional Services performed and deliverables received and approved prior to receipt of written notice from CITY of such suspension or abandonment, together with authorized additional and reimbursable expenses then due. If the Program is resumed after it has been suspended for more than 180 days, any change in CONSULTANT's compensation will be subject to renegotiation and, if necessary, approval of CITY's City Council. If this Contract is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY, as such determination may be made by the City Manager in the reasonable exercise of his discretion.

12.4 In the event of termination of this Contract or suspension of work on the Program by CITY where CONSULTANT is not in default, CONSULTANT will receive compensation as follows:

12.4.1 For approved items of services, CONSULTANT will be compensated for each item of service fully performed in the amounts authorized under this Contract.

12.4.2 For approved items of services on which a notice to proceed is issued by CITY, but which are not fully performed, CONSULTANT will be compensated for each item of service in an amount which bears the same ratio to the total fee otherwise payable for the performance of the service as the quantum of service actually rendered bears to the services necessary for the full performance of that item of service.

12.4.3 The total compensation payable under the preceding paragraphs of this Section will not exceed the payment specified under Section 5 for the respective items of service to be furnished by CONSULTANT.

12.5 Upon such suspension or termination, CONSULTANT will deliver to the City Manager immediately any and all copies of the deliverables, whether or not completed, prepared by CONSULTANT or its consultants, if any, or given to CONSULTANT or its consultants, if any, in connection with this Contract. Such materials will become the property of CITY.

12.6 The failure of CITY to agree with CONSULTANT's independent findings, conclusions, or recommendations, if the same are called for under this Contract, on the basis of differences in matters of judgment, will not be construed as a failure on the part of CONSULTANT to fulfill its obligations under this Contract.

### SECTION 13. ASSIGNMENT

13.1 This Contract is for the services of CONSULTANT, therefore, CONSULTANT will not assign, transfer, convey, or otherwise dispose of this Contract or any right, title or interest in or to the same or any part thereof without the prior written consent of CITY. A consent to one assignment will not be deemed to be a consent to any subsequent assignment. Any assignment made without the approval of CITY will be void and, at the option of the City Manager, this Contract may be terminated. This Contract will not be assignable by operation of law.

### SECTION 14. NOTICES



14.1 All notices hereunder will be given, in writing, and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

Copy to: Planning Development Services Department  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301

To CONSULTANT: Downtown Streets Team  
1671 The Alameda Suite, 306  
San Jose, CA 95126

#### SECTION 15. CONFLICT OF INTEREST

15.1 In accepting this Contract, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

15.2 CONSULTANT further covenants that, in the performance of this Contract, it will not employ contractors or persons having such an interest mentioned above. CONSULTANT certifies that no one who has or will have any financial interest under this Contract is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

#### SECTION 16. NONDISCRIMINATION

16.1 As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Contract, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

16.2 CONSULTANT agrees that each contract for services from independent providers fulfilling obligations under this Contract will contain a provision substantially as follows:

Independent provider will provide DOWNTOWN STREETS TEAM with a certificate stating that Independent provider is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment; and that it will not discriminate in the employment of any person under this contract because of the age, race, skin color, national origin, ancestry, religion,

disability, sexual orientation, gender or gender identity , housing status, marital status, familial status, weight, height or gender of such person.

16.3 If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of this Contract, it will be in default of this Contract. Thereupon, CITY will have the power to cancel or suspend this Contract, in whole or in part, or to deduct the sum of twenty-five dollars (\$25) for each person for each calendar day during which such person was subjected to discrimination, as damages for breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer will constitute evidence of a breach of this Contract.

16.4 CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Contract.

#### SECTION 17. MISCELLANEOUS PROVISIONS

17.1 (Reserved).

17.2 (Reserved).

17.3 This Contract will be governed by California law, without regard to its conflict of law provisions.

17.4 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state Superior Court for the County of Santa Clara or in the United States District Court for the Northern District of California.

17.5 The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract may recover its reasonable costs and attorneys' fees expended in connection with that action.

17.6 This document represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

17.7 All provisions of this Contract, whether covenants or conditions, will be deemed to be both covenants and conditions.

17.8 The covenants, terms, conditions and provisions of this Contract will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants, as the case may be, of the parties.

17.9 If a court of competent jurisdiction finds or rules that any provision of this Contract or any amendment thereto is void or unenforceable, the unaffected provisions of this Contract and any amendments thereto will remain in full force and effect.

17.10 All exhibits referred to in this Contract and any addenda, appendices, attachments, and schedules which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and will be deemed to be a part of this Contract.

17.11 This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

17.12 This Contract is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Contract will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section 17.12 will take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

**CONTRACT NO. C23186552 SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Contract on the date first above written.

**CITY OF PALO ALTO:**

\_\_\_\_\_  
City Manager


Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy City Attorney

**DOWNTOWN STREETS TEAM:**

DocuSigned by:  
By:   
Name: Jim Rettew  
Title: Interim CEO  
Date: 12/14/2022

DocuSigned by:  
By:   
Name: Chris Richardson  
Title: Chief Program Officer  
Date: 12/13/2022

**Attachments:**

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "D":	INSURANCE REQUIREMENTS

## **EXHIBIT “A” SCOPE OF SERVICES**

CONSULTANT will provide homeless and/or extremely low-income individuals with job readiness training and employment opportunities through job search skill instruction, supportive services, and direct employment placements with partnering companies. The objective of this program is to help previously homeless individuals rebuild their self-esteem and confidence through the dignity of work. The primary goal of the program is to transition people from a state of non- worker readiness and unemployment into regular paid employment.

The program will provide counseling and training to assist participants develop a plan for self-sustainability by procuring housing or shelter, address physical/mental issues, receive transportation assistance, or providing other services. Training will primarily focus on building successful work habits, job readiness skills, resume writing, and employment search skills. Downtown Streets Team will additionally recruit and work with a network of local businesses to identify and increase the number of job opportunities suitable for the targeted population from the private sector.

CONSULTANT will create economic opportunities and 14 unduplicated homeless individuals will receive gainfully employment allowing them increased access to economic opportunities. CONSULTANT will provide tangible local employment opportunities for motivated, previously homeless, or at-risk of homeless individuals who have completed the CONSULTANT’s Employment Development Course through the following objectives:

- Objective # 1:      Attain paid employment opportunities for unemployed and homeless individuals in the Workforce Development Program.
- Outcome:            Previously homeless and unemployed persons will find paid employment.
- Numbers served:   14 unduplicated individuals will be placed in jobs through job training/employment readiness classes and outreach to local employers.
  
- Objective # 2:      Build extensive network of local employers willing to hire DST program participants.
- Outcome:            Local employers willing to hire or open/expedite interview process to a DST program participant.
- Number served:    14 local employers will be recruited to create/hold positions or expedite the hiring process for DST program participants in Fiscal Year 2022-2023
  
- Objective # 3:      Develop job search skills and job readiness training classes to prepare participants for employment.
- Outcome:            Employers retain new employees beyond three months.
- Number served:    75% of employers retain new employees beyond three months.

CONSULTANT shall provide semi-annual activity reports relating to this Scope of Services for the periods ending December 31, 2022, and June 30, 2023, within fifteen (15) days after these dates. Each report shall cover the preceding six (6) month period, and other such information as the CITY may request. The final report shall focus on the preceding (6) months, but also shall provide information on contract services for the entire year. Each report shall be prepared in the form agreed upon by the CITY and CONSULTANT. Income, as well as race and ethnicity, information will be gathered and reported on the program participants.

**EXHIBIT “B”**  
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within timeframe as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

<b>Deliverables</b>	<b>Schedule</b>
Exhibit “A” – Scope of Services	Daily/Ongoing through June 30, 2023

## EXHIBIT “C” COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation can also be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

### BUDGET SCHEDULE:

Description	Total Not to Exceed
Exhibit “A” – Scope of Services	\$160,477.00
<b>Sub-total Basic Services</b>	<b>\$160,477.00</b>
Reimbursable Expenses	\$0.00
<b>Total Basic Consultant Services &amp; Reimbursable Expenses</b>	<b>\$160,477.00</b>

### REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: \$0.00

### ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

## EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A:-VII, OR HIGHER, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY  PROPERTY DAMAGE  BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000  \$1,000,000  \$1,000,000	\$1,000,000  \$1,000,000  \$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH  OCCURRENCE  PROPERTY DAMAGE  BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000  \$1,000,000  \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000  \$1,000,000  \$1,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.



C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**Vendors are required to file their evidence of insurance and any other related notices with the City of Palo Alto.**