

**AGREEMENT BETWEEN CITY OF XXX  
AND THE COUNTY OF CONTRA COSTA**

**THIS AGREEMENT** made and entered into on **XXX**, by and between the City of XXXX (hereinafter "CITY"), a municipality located in the County of Contra Costa, State of California, and the County of Contra Costa (acting through its Health Services, Health, Housing and Homeless Services Division), a political subdivision of the State of California (hereinafter referred to as "CONTRACTOR").

**THE PARTIES ENTER INTO THIS AGREEMENT** based upon the following facts, understandings, and intentions:

CITY desires to contract with CONTRACTOR and CONTRACTOR has agreed to contract with the CITY to provide specified services for homeless persons in CITY, as further described herein, upon the terms and conditions hereinafter set forth.

The parties have determined that the services provided by CONTRACTOR are efficacious and beneficial to CITY's homeless population.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

**1. TERM**

The effective date of this AGREEMENT is **XXX**, and shall terminate on **XXX**. The term may be extended for additional one-year periods annually thereafter, upon mutual written consent of the parties.

**2. SCOPE OF SERVICES**

- A. CONTRACTOR shall provide County-contracted staff to provide Coordinated Outreach Referral and Engagement (CORE) program services to individuals living in a state of homelessness within the boundaries of CITY.
- The primary mission of the CORE program is to engage and stabilize homeless

individuals living outside through consistent outreach to facilitate and/or deliver health and basic need services to, and find permanent housing, for such individuals.

CONTRACTOR shall employ and utilize its CORE Team (as defined below) to (i) serve as an entry point into the County of Contra Costa's coordinated entry system for unsheltered persons and (ii) work to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Team will assure CITY receives an annual minimum of one thousand forty (1,040) hours of service from the CORE Team assigned to perform CONTRACTOR's obligations under this AGREEMENT (after observance of holidays). The CORE Team will consist of two individuals who will provide services over the course of the AGREEMENT for at least twenty (20) hours per week. The days and hours of the CORE Team to provide said services are to be determined by CITY's Chief of Police or his designee. The CORE Team will be scheduled to provide said services between the hours of 8:30 AM to 4:30 PM, Monday through Friday of each week during the term of this AGREEMENT, based on the needs of CITY. It is understood the CORE Team will split half of their time in CITY and half of their time in CITY, therefore the days and hours in CITY each day will vary. A member of the CORE Team will check in at the beginning of each shift with CITY's Police Department on-duty Watch Commander or Homeless Outreach Officer for assignment. CITY shall provide CONTRACTOR the name and contact information of CITY coordinator.

1. At least one (1) CORE Team shall be assigned by CONTRACTOR to perform CONTRACTOR's obligations under this AGREEMENT. The CORE Team shall perform the services described herein during their shifts. CORE Teams shall be comprised of at least two (2) persons qualified to provide the services described herein. CONTRACTOR warrants and represents that each of the individuals it employs and/or retains to provide the services CONTRACTOR is required to perform hereunder (i) shall possess the requisite experience and training to competently perform said services (this is not an on-the-job training program for CONTRACTOR's employees), (ii) shall possess the requisite license(s), degrees, and/or approvals necessary to competently perform said services, and (iii), to the extent said individuals shall have supervisory or disciplinary authority over any minor as part of the services to be performed hereunder, said individuals shall undergo a criminal background check pursuant to Cal. Pub. Resources Code sec. 5164 and pass that check before they are retained by CONTRACTOR to perform services under this AGREEMENT. The background check shall include a Live Scan in which fingerprints are submitted to the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) for a criminal record check.
2. Prior to the commencement of the term of this AGREEMENT,

CONTRACTOR shall provide a written list of the names and contact information of all persons who the CONTRACTOR intends to employ to perform CONTRACTOR's obligations under this AGREEMENT. At least five (5) calendar days before CONTRACTOR removes or adds any person from or to this list, it shall provide written notice of same to CITY coordinator along with the name(s) and contact information of the person(s) removed and/or added.

B. Without limiting the generality of the foregoing provisions, CONTRACTOR will perform the following services:

1. Identify and initiate contacts with homeless individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, benefits, behavioral health and primary healthcare services.

2. Respond to calls for outreach and engagement from CITY's sworn employees. At the commencement of the term of this AGREEMENT, CONTRACTOR shall provide to CITY a list of the names of persons (and their contact information) who will be assigned to respond to such calls.

3. Conduct a standardized intake and needs assessment assuring all homeless individuals contacted are entered into the Homeless Management Information System used by the CONTRACTOR.

4. Conduct VI-SPDAT (Vulnerability Index-Service Prioritization Assistance Tool), a housing assessment tool, assuring that homeless

individuals who are provided services hereunder are entered into the Coordinated Entry system for prioritizing their needs for longer term housing.

5. Partner with assigned CITY officer(s) during CORE Teamwork shifts throughout the week as needed and as determined by CITY coordinator.

6. Connect homeless individuals, also designated as “homeless clients,” via phone or in person with other points in the homeless service continuum including, but not limited to, interim housing, substance abuse treatment and mental health counseling, and benefits, etc.

7. Perform special assignments to include, but not limited to, homeless counts, Homeless Connect and presentations. The number and nature of said assignments shall be determined by CITY coordinator who shall timely inform CONTRACTOR of CONTRACTOR’s obligation to perform them.

8. Conduct patrols of strategic areas within CITY’s limit on foot and via vehicle as designated by CITY coordinator.

9. Observe and report threats to the health and/or safety of homeless individuals (or threats by homeless individuals to the health or safety of others) encountered in the field and determine the need to summon uniformed police, fire, or other emergency personnel.

10. Maintain direct communications with CITY’s Police Department to report illegal activity.

11. CORE Team supervisors and outreach workers will participate in monthly meetings with CITY’s Police Management, as well as, with public and private partners as deemed appropriate by CITY coordinator.

12. CORE outreach workers will provide direct outreach, including outreach materials, to the XXXX business community with information regarding CORE and its services, including how to contact CORE. CORE outreach workers will coordinate with CITY on the frequency, location and means of this outreach.

13. CORE Team management will provide Service Impact Reports to CITY on a weekly and monthly basis. The reports will assist CITY in evaluating outcomes of this AGREEMENT. CONTRACTOR will meet and confer with the CITY regarding the substance and format of the reports should the need arise. The monthly report shall, in detail, describe the services rendered by CONTRACTOR during the previous thirty (30) days. Monthly Homeless Management Information System (HMIS) reports with daily and aggregate client contacts will be provided to CITY staff. Reports shall include Geographical Information Systems (GIS) mapping containing contact and services rendered locations for CITY.

14. Contractor's uniform will read "CORE CITY NAME" to increase visibility of services. CORE Outreach Specialists shall wear highly visible and easily recognizable CORE vests when engaged in fieldwork and during contacts.

### **3. PAYMENT**

A. CONTRACTOR shall be paid on a quarterly basis in arrears after services have been rendered and documented in each quarterly invoice on the 15th day of each quarterly month, at the rate of \$XXX per quarter not to exceed \$XXX over the term of this AGREEMENT, unless the term is extended in accordance with the provisions of Section 1.

B. The CONTRACTOR shall invoice CITY each quarter during the term of this AGREEMENT. Said invoice shall be delivered by CONTRACTOR such that it is received by CITY at

least ten (10) days prior to the day of month due identified in Section 3(A), above. Each said invoice shall describe the date(s) the services were provided as well as the time(s) spent rendering the services. The quarterly report shall, in detail, describe the services rendered by CONTRACTOR during the previous ninety (90) days. In the event a payment is not received by CONTRACTOR within ten (10) days after the day identified in Section 3(A), CONTRACTOR shall notify CITY and CITY shall have until the end of the same month to make such a payment or as many days as may be otherwise agreed upon by the parties to make payment to the CONTRACTOR.

#### **4. INDEPENDENT CONTRACTOR**

A. CONTRACTOR is and shall be deemed an independent contractor and shall have exclusive responsibility for and control over the details and means of providing its services under this AGREEMENT. CONTRACTOR agrees that its services shall be performed with due diligence, competently and in accordance with generally accepted industry practices and as generally directed by CITY. As an independent contractor, CONTRACTOR and its employees shall not be eligible for any payment, benefits, or remuneration of any nature, which CITY may otherwise provide to its own employees. The flat amount specified in Section 3(A) shall be the only remuneration CITY pays to CONTRACTOR for the latter's performance under this AGREEMENT. All persons, if any, hired by CONTRACTOR shall be employees, volunteers, or subcontractors of CONTRACTOR and shall not be construed as employees or agents of CITY in any respect.

B. CONTRACTOR shall perform and coordinate all its activities in a timely manner so that the assigned activities will be completed according to any reasonable deadlines imposed by CITY's Chief of Police or designee.

#### **5. AUTHORIZED REPRESENTATIVES**

CITY's authorized representatives to administer the terms of this AGREEMENT shall be Chief Andrew White. CONTRACTOR'S representative to administer the terms of this AGREEMENT shall be Christy Saxton and Jenny Robbins. Notwithstanding any other terms of this AGREEMENT, either party may at

any time change the designation of representatives upon written notice provided to the other party without this AGREEMENT having to be amended or modified.

**6. AMENDMENT**

This AGREEMENT may not be modified or amended except through written agreement between the parties.

**7. OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

A. CONTRACTOR's records and documents pertaining to actual monthly activities within CITY shall be given to CITY by the end of each month, if requested. Such documents will be redacted by CONTRACTOR removing personally identifiable information which is restricted under Health Insurance Portability and Accountability Act (HIPAA) guidelines before they are provided to CITY. CONTRACTOR is entitled to keep copies of these same items for its internal use and for reporting to governmental agencies (e.g., HUD and COUNTY) on services rendered to homeless individuals.

B. CONTRACTOR shall retain said records and documents for the three-year period immediately following the termination of this AGREEMENT, and upon reasonable notice from CITY, shall make said records and documents available at a mutually agreeable location in the City of XXXX to CITY for inspection and copying.

**8. STANDARD OF PERFORMANCE**

CONTRACTOR represents to CITY that CONTRACTOR'S services shall be performed in an expeditious and timely manner and with the degree of skill and care that is required by current, good, sound procedures and practices applicable to the profession which provides the services CONTRACTOR is agreeing to perform hereunder. CONTRACTOR further agrees that the services shall be in conformance with this AGREEMENT.

**9. INDEMNIFICATION**



CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, its officers, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of or in any way related to CONTRACTOR'S performance under the terms of this AGREEMENT. This indemnification obligation on CONTRACTOR'S part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful misconduct of CITY.

#### **10. INSURANCE REQUIREMENTS**

CONTRACTOR shall, at its own expense, always procure and maintain in full force during the term of this AGREEMENT the following insurance:

**A. Commercial General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

**B. Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this AGREEMENT providing a one million dollars (\$1,000,000) per accident for bodily injury, personal injury, and property damage.

**C. Compliance with State Workers' Compensation Requirements.** CONTRACTOR covenants that it will ensure itself against liability for Worker's Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the City Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

**D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:

(1) CITY, its officers, agents, employees, and volunteers are to be covered as additional insured on an endorsement at least as broad as an ISO CG 20 10 (or as an Additional Covered Party as noted on Contractor's insurance certificate) with respect to: Liability arising out of activities and

operations performed by or on behalf of CONTRACTOR pursuant to this AGREEMENT and premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers.

(2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(3) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to CITY, its officers, officials, employees, or volunteers.

(4) The insurance CONTRACTOR is required to obtain hereunder shall provide coverage for CONTRACTOR's liabilities under this AGREEMENT, including but not limited to CONTRACTOR's obligations under Section 9.

(5) The aforementioned policies shall be issued by an insurance carrier having a rating of Best A:VII or better which is satisfactory to City Attorney and CITY's Pooling Authority and evidence of said insurance shall be delivered to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the AGREEMENT may be delivered to CITY. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after CITY receives notices from the insured of the intent of cancellation or reduction.

## **11. TERMINATION**

A. CITY or CONTRACTOR may terminate this AGREEMENT for any reason upon sixty (60) days written notice to the opposite party.

B. CITY and/or CONTRACTOR may terminate the AGREEMENT upon ten (10) days

written notice if the other party (the “breaching party”) breaches this AGREEMENT and the breach is not cured within ten (10) days after the non-breaching party has delivered written notice to the breaching party notifying the breaching party of the nature of the breach and the steps that must be taken and completed within said ten (10) day period to cure the breach. Upon passage of the said ten (10) day period without the breaching party curing the breach, the AGREEMENT shall be deemed terminated.

C. In the event of termination based upon sixty (60) day notice as set forth above, CITY will pay CONTRACTOR for services performed through the effective date of the termination.

D. Any records or documents prepared for CITY prior to the effective date of any termination of this AGREEMENT shall be promptly delivered to CITY by CONTRACTOR, subject to Section 7 above.

## **12. COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

A. **Equal Employment Opportunity.** In performing under this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. **Nondiscrimination Civil Rights Act of 1964.** CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.

C. **Solicitations for Subcontractors including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this AGREEMENT and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

**13. COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable published Federal, State of California, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services described herein.

**14. CHOICE OF LAWS**

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

**15. NON-WAIVER**

The waiver by either party of any breach of any term, covenant, or condition contained in the AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

**16. ENFORCEABILITY**

In the event that any of the provisions or portions or application of any of the provisions of the AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward effecting the intended purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions or application of any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining provisions or portions or application of any remaining provisions of the AGREEMENT.

**17. INTEGRATION**

This written AGREEMENT contains the entire AGREEMENT and all understandings between the parties as to the subject matter of this AGREEMENT. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

**18. SUCCESSORS AND ASSIGNS**

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or transfer any interest in the AGREEMENT without CITY's prior written consent, which consent shall be at CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

**19. NOTICES**

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the addresses as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY:

**Name  
Department  
Address  
Phone**

To CONTRACTOR:

**Christy Saxton  
Contra Costa Health  
Health, Housing and Homeless Services Division  
2400 Bisso Lane, Suite D2  
Concord, CA 94520  
Phone: (925)608-6700**

**20. AUTHORIZATION TO EXECUTE AGREEMENT**

The persons whose signatures appear below warrant and represent that they have been duly authorized by their respective party to execute this AGREEMENT on behalf of that party. They further warrant and represent that the party which they represent has taken the requisite action to approve this AGREEMENT and authorize its execution by the undersigned. The persons whose signatures appear below warrant and represent that this AGREEMENT is a lawful agreement that is binding upon the party which the undersigned represents, enforceable against said party in accordance with its terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT in three (3) or more copies as of the date and year first written above.

For the City of XXXX:

By: \_\_\_\_\_

Name:

Title:

For the County of Contra Costa:

By: \_\_\_\_\_

Name:

Title: