



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-01347

October 24, 2017

Discussion Item 24

Title: Lease and Funding Agreement for a Temporary Winter Triage Center

Location: 1900 Railroad Drive, District 3

Recommendation: Pass a Motion: 1) authorizing the City Manager or the City Manager's designee to enter into a lease agreement for the temporary use of the property located 1900 Railroad Drive for a temporary winter triage shelter; and 2) authorizing the City Manager or the City Manager's designee to execute a Funding Agreement with Volunteers of America of Northern California and Northern Nevada in an amount not to exceed \$997,344 to fund the operations of the temporary winter triage center.

Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Presenter: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Attachments:

- 1-Description/Analysis
- 2-CEQA Exemption Discussion
- 3-Lease Agreement
- 4-Funding Agreement

Description/Analysis

Issue Detail: Homelessness is an issue that impacts communities without regard to geographic or political boundaries and for which there is no single answer or approach. The City of Sacramento has committed significant resources in a variety of investments coordinated through Sacramento Steps Forward (SSF), the non-profit responsible for leading the regional efforts to prevent and end homelessness in the Sacramento region as well as through multiple City-led initiatives. Most notably, on June 13, 2017, the Council approved the City's participation in the Whole Person Care pilot program, creating a \$64 million program to provide outreach, case management and housing support for people at risk of or experiencing homelessness in our community. While the Whole Person Care program will bring significant resources to the Sacramento community to address the long-term solutions to homelessness, there remains a need to find solutions for the imminent crisis of unsheltered homelessness.

The crisis of unsheltered homelessness is one that impacts an entire community, both those experiencing homelessness and the broader community of housed residents, businesses and neighborhoods. The most recent Sacramento County Homeless Death Report, published by the Sacramento Regional Coalition to End Homelessness, details that, on average, there has been one death among the homeless population every seven days for the past fourteen years, or 705 deaths.¹ Death rates among the unsheltered homeless population are four times that of the general population, with homicide rates thirty-one times that of the general population and suicide rates sixteen times that of the general population. People living unsheltered have a life expectancy 34% shorter than the national average, a loss of approximately 30 years.

While these deaths are spread essentially evenly over the course of a year, people experiencing homelessness are especially vulnerable during the cold, wet winter months. Over the winter of 2016/17, responding to the extreme winter weather, the City and County collaboratively open five winter warming centers, serving up to 150 people nightly. In planning for the coming winter, City Council asked staff to develop a more comprehensive plan, with a preference for a single site that could be open 24/7 and offer low barrier access and wrap around supportive services.

Policy Considerations: Any City contracts for new triage shelter beds will require that shelters actively coordinate with the homeless Continuum of Care (CoC) and participate in the community's coordinated entry and assessment program as well as the City's Pathways to Health and Home (Whole Person Care) pilot program. These programs align with the federal directive that funding for addressing homelessness follow a "housing first" approach. Housing first principles ensure that emergency shelter be provided with few to no barriers to access and focus on linking clients with permanent housing as quickly as possible. In housing first

¹ https://docs.wixstatic.com/ugd/ee52bb_8cc49b7195a24254a1c7e96dd2378784.pdf

programs, supportive services are offered (but not required as a condition of tenancy) in shelter and ongoing to help people keep their housing and avoid returning to homelessness. This evidence-based approach is consistent with the strategies and funding priorities of the other public agencies working to end homelessness in Sacramento.

Economic Impacts: None.

Environmental Considerations: Environmental Planning Services has reviewed the proposed project and has determined that it would not have a significant effect on the environment. The proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15332 (infill exemption). The project is, in addition, exempt under the general principle that when it can be seen with certainty that a project would have no significant effect on the environment it is exempt from CEQA review (section 15061(b)(3)).

Attachment 2 includes a detailed discussion of the project for CEQA purposes.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Given the recent increase in unsheltered homelessness, the upcoming winter months, and the need for additional homeless shelters in the City, staff recommends supporting the development of the winter triage center in partnership with Volunteers of America (VOA). The City will retain direct responsibility as the lease holder on the property and the City's Homeless Services Division will be responsible for overseeing the contract. The City has committed to focus outreach and engagement on an on-going basis in the neighborhoods and business districts immediately surrounding the property, to help alleviate the impacts of unsheltered homelessness. As noted in the funding agreement, the City and VOA are committed to ensuring that the shelter is accessible, that vulnerable clients are prioritized for services and that the shelters are fully integrated into the other programs of the CoC. Additionally, VOA will be responsible for working with the City and surrounding community, including the business community, on development of a Good Neighbor policy prior to the triage shelter opening and will collect and report regularly on their efforts, both inside the shelter with moving people out of homelessness and outside the shelter with addressing any impacts associated with their guests.

The formal solicitation process for the Winter Shelter Program was posted in accordance with City Code Chapter 3.64 and Administrative Policy AP-4102. The proposals were due on October 6, 2017. Staff received one response and a selection panel consisting of City and

external partners reviewed the qualifications and recommended pursuing a contract with VOA to operate a 200 bed winter triage shelter.

Financial Considerations: On September 12, 2017, Council authorized moving \$2.9 million from the \$5 million commitment of fund balance in the General Fund (Fund 1001) for Affordable Housing and establish a FY2017/18 General Fund expenditure budget in the City's Homeless Housing Initiative MYOP (I02000200) to fund various homeless service, shelter, and housing programs. The recommended Funding Agreement with VOA will be funded out of this project. Sufficient funding exists in the Homeless Housing Initiative MYOP (I02000200) to pay for the operations over the 2017/18 winter.

Local Business Enterprise (LBE): Not applicable.

Homeless Triage Shelter Exemption Discussion

The proposal to establish a temporary winter homeless triage shelter is a “project” as defined by the California Environmental Quality Act (CEQA). The City is required to review the project pursuant to CEQA requirements.

CEQA Background

The City has determined that the proposed project would be covered by a categorical exemption (infill development) as well as the general rule that if it can be seen with certainty that the project would not have a significant effect on the environment then the project is not subject to CEQA review.

A “significant effect on the environment” is defined in CEQA as a “substantial, or potentially substantial, adverse change in the environment.” (Public Resources Code section 21068)

A project qualifies for the “infill exemption” if it satisfies the standards of CEQA Guidelines section 15332 and does not otherwise have a significant effect on the environment. As mentioned, the City has concluded that it can be seen with certainty that no significant effects would result and the project is not, therefore, subject to CEQA review pursuant to CEQA Guidelines section 15061(b)(3).

Beneficial Effects

Projects may have beneficial effects on the environment, and these may be relevant to project review. It was the intent of the legislature that one of the policies of the state is to take action to “protect, rehabilitate and enhance the environmental quality of the state.” (PRC section 21001(a)) The legislature also identified the following policy, which is relevant to the purposes of the proposed project: “Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.”

The staff report includes substantial documentation that living conditions of those who are experiencing homelessness are unhealthy, dangerous and fall well below the standards established by the legislature. The presence of substantial populations of people experiencing homelessness create conditions that are dangerous not only to the health of those living on the street, but to others living and working in the community. As just one example, City has committed substantial time and resources in recent years in an effort to identify a humane and decent means of providing people experiencing homelessness with access to sanitary restrooms with the knowledge that the presence of human feces and urine on City streets and sidewalks is not only a serious nuisance, it

is also dangerous as evidenced by recent findings of *e coli* contamination in local rivers and outbreaks of hepatitis A in other California cities.

Recognizing a proposed project's beneficial effects does not take the place of the required examination of potential significant adverse effects, but is a legitimate policy consideration.

Review of the Proposed Project

Construction

The project site is a portion of a 2.29-acre site and is occupied by an existing warehouse structure that was used as a retail warehouse-style business, and paved parking lot. The only potential modifications to the site or building that would occur as part of the project are installation of temporary fencing and potential addition of doors in the existing roll-up bay openings. The building and site would be returned to their original condition upon the close of the project, no later than April 30, 2018.

Operation

The proposed project would serve as a temporary winter triage shelter for people experiencing homelessness and as a location for providing various social services that respond to needs of those persons. Approximately 25 persons would be employed or present as volunteers at any one time at the facility; total employment associated with the project site is approximately 50. Visitors, such as external service partners, City staff, and first responders, to the site are expected on an occasional basis. Those receiving services would not be allowed to have visitors.

The facility would have normal operating hours of 8:00 a.m. to 5:00 p.m. During these hours employees and volunteers would be on site providing services, and those using the facility for shelter or services would arrive and depart. Outside of those hours the facility would serve as a closed shelter; arrivals and departures would not be encouraged.

Employees and visitors to the site are expected to arrive and depart by personal automobiles, with approximately 238 daily trips, 88 occurring in the a.m. peak hour and 70 occurring in the p.m. peak hour. Primary access is via Del Paso Boulevard. The project trips would not constitute a substantial addition to existing trips on local streets, and no significant effect would occur regarding vehicle traffic. Some employees and visitors may utilize light rail or bicycle, and some may walk. The small numbers of arrivals and departures would have negligible effect on the public transit or street facilities.

The proposed facility has as its primary purpose the sheltering of people experiencing homelessness as well as providing various social services. Guests of the facility would arrive and depart via passenger van vehicles, seating approximately twenty persons. Trips would occur within the City limits, and the number of trips, based on the existing City street infrastructure capacity and use, would not result in any significant effect on transportation.

The shelter and service would operate within the existing structure. No activities that would generate loud noise would occur; no amplified sound would be used or permitted inside or outside the building. Noise outside the building would be generated by vehicle use and conversation, and from guests exercising pets. Noise from the outside activities would be consistent with normal activities and would not be significant. The nearest sensitive receptors are located in a mobile home park approximately 750 feet from the site, separated by Del Paso Boulevard and the Highway 160 freeway structure.

Staff would clean the project site on a regular basis. No significant effects regarding noise or odor would occur.

No additional lighting would be installed at the site.

The site is developed with impervious surfaces, and provides no habitat for rare, endangered or threatened species. Renovation of the site would have no effect on water quality.

The existing building is not a historic structure, and is not located in a historic district. No excavation would occur at the site, and there would be no impact on cultural or historic resources. The building as approved for occupancy would not result in exposure of persons to geologic or seismic hazards.

Guests of the facility are present in the City and currently utilize recreational resources such as parks. Operation of the facility would not have a significant effect on recreation resources, and could result in beneficial effects in that persons experiencing homelessness currently camping or loitering in City parks will be encouraged to come inside to the triage shelter, and the shelter would accommodate them with their belongings.

The proposed facility would provide services to people experiencing homelessness in a facility within the City limits and served by all City utility services, including water, wastewater and solid waste, as well as police, fire and emergency services. The facility would have predictable and planned occupancy with resulting predictable needs for service. The City has substantial capacity to provide such services, and providing such

services in a known location with predictable demand would reduce the overall demand on City utilities and services, thus having a beneficial effect.

Hazards associated with human waste have been acknowledged as one of the concerns associated with substantial numbers of people experiencing homelessness within the community. The project facility would include adequate sanitary facilities and would reduce the concerns associated with such hazards. The project would have a beneficial effect in this regard.

The site is located north of the Sacramento Northern Bike Trail located north of the American River. No interference with use of the bike path would occur. Operation of the proposed facility would not adversely affect operations in nearby properties, and would not initiate a use that would interfere with existing uses.

Infill Exemption (CEQA Guidelines section 15332)

CEQA Guidelines section 15532 includes a categorical exemption for infill development, if a project satisfies the section requirements and is not subject to any of the applicable exceptions. The project qualifies for the exemption, as set forth in detail below:

(a) The proposed project is consistent with the applicable general plan designation and all applicable general plan policies as well as the applicable zoning designation and regulations.

The general plan designation for the project site is Employment Center Low Rise, generally comprising business parks. Public and quasi-public uses that are consistent with the uses otherwise permitted are allowable. The triage center would be consistent with such uses.

The general plan recognizes the importance of responding to the human service needs of those experiencing homeless:

Facilities Location. The City shall work with the County on identifying adequate sites for health and human services facilities within the city to ensure that such facilities are easily accessible, distributed equitably throughout the city in a manner that makes the best use of existing facilities, and are compatible with adjoining uses. (PHS 5.1.1)

The City is embarking on a program to respond to the needs of the community, both those who are experiencing homelessness and the established communities. The project would establish decent and accessible facilities; the City program has as one of its goals the equitable distribution of facilities throughout the community.

Homeless Population. The City shall work with public and private social service agencies to site facilities to address the human service needs of the city's homeless populations. (PHS 5.1.4)

The project would be operated consistent with the Good Neighbor policy set forth in the general plan:

Good Neighbors. The City shall encourage businesses located within and adjacent to residential developments to conduct their business in a courteous manner by limiting disturbances and nuisances from operations and patrons, and to act as members of the community by making themselves available to respond to complaints and by participating in neighborhood/community meetings. (LU 2.1.7)

Identifying the causes of homelessness and crafting meaningful programs has proven to be a difficult task for local communities, and the City of Sacramento is no exception. The general plan includes many policies that relate to the issue at hand, including housing policies, respect for neighborhoods and legitimate concerns of the residents of the City at large. The City's Housing Element seeks to identify and implement policies supporting community-wide housing needs, and the City's success in achieving a healthy housing balance in the community is related to the needs of those experiencing homelessness. Chapter H-9 of the Housing Element, entitled "Sustainable, Stable and Integrated Communities," identifies many of these policies. The proposed project is consistent with these general plan goals.

The project is located in the North Sacramento Community Plan area. The community plan is located online at <http://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Planning/Community-Plans/North-Sacramento.pdf?la=en>. The community plan adopts the land uses in the general plan.

The project site is zoned M-1 and the use is considered a large temporary residential shelter. A temporary residential shelter is an allowed use.

(b) The proposed project occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The proposed facility would occupy approximately 24,000 square feet of an existing building that is located on 2.29 acres. The uses adjacent to the site to the west and north on each side consist of commercial and office uses on sites developed with structures and parking lots. The site is accessed from Del Paso Road and Railroad

Avenue. Uses in the general area include commercial, office, industrial and freeway. The bike path to the south connects with other bike trails and serves as a resource for recreation and commuting to school and work.

(<https://www.traillink.com/trail/sacramento-northern-bikeway/>)

(c) The site for proposed project has no value for endangered, rare or threatened species.

The project site has been developed with a parking lot and warehouse-type structure. The site consists almost entirely of impervious surfaces, which provide no habitat for foraging. There are no large trees on the site that would be appropriate for nesting birds or raptors. The American River Parkway is located adjacent to the project site to the south. Operation of the facility would have no impact on the bike path or parkway.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality.

Access to the project site is via existing roadways that have adequate capacity to accommodate the vehicle and truck trips that would be generated by the proposed project.

The project would not require construction of new structures. Interior renovations consistent with the purpose of the facility would occur. Operation of the facility would not include any noise-generating activities beyond normal vehicle traffic and outdoor conversations.

Operational emissions are related primarily to trip generation. The facility would be served by organized transport but guests would not have personal vehicles. Emissions from this source would be negligible. The project would not include any activities that would generate ozone precursors, particulate matter or toxic air contaminants. No significant air emissions would occur.

The project would conduct most activities within the building. The site would continue to consist of impervious surfaces, and no water quality impacts would be present.

(e) The project site can be adequately served by all required utilities and public services.

The site has previously been used for commercial purposes, and is served by all public utilities. Police and fire services are available and adequate to meet the anticipated needs of the project.

Categorical exemptions are subject to two general exceptions:

- A categorical exemption does not apply to a project when the cumulative impact of successive projects of the same type in the same place over time is significant.
- A categorical exemption may not be used on a project when there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. (CEQA Guidelines section 153002 (b) and (c))

The proposed project does not have significant effects. The City is considering other proposals to provide services and housing to people experiencing homelessness, but the proposed project does not contribute to any cumulatively significant impacts when considered in conjunction with such projects. As discussed in this staff report, the proposed project would be designed and operated in a safe and sanitary manner, and impacts on surrounding properties would be minimized. The closest similar facility proposed is at 926 Arden Way, which is approximately 1.6 miles away via Arden Way and Del Paso Avenue.

The proposed project does not present unusual circumstances that would result in a significant effect. The proposed use is consistent with the general plan. Uses that include shelter housing and social services are recognized in the general plan as legitimate.

General Rule: No Significant Effect

CEQA focuses on the potentially significant effects a project may have on the physical environment. The CEQA Guidelines set forth a general rule that CEQA does not apply to a project when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (CEQA Guidelines section 15061(b)(3))

The discussion above confirms that the proposed triage shelter, as designed and operated, would not have any significant effect on the environment. It is anticipated that the proposal may be controversial, but the presence of controversy, in the absence of substantial evidence, does not establish a possibility of a significant effect.

WAREHOUSE LEASE AGREEMENT FOR
2017-18 WINTER HOMELESS SHELTER

THIS LEASE AGREEMENT("Lease"), is executed at Sacramento, California on _____, 2017 ("Execution Date"), by and between the City of Sacramento, a municipal corporation ("City"), and _____, a _____ ("Lessor"). City and Lessor may be collectively referred to as "Parties" or individually as "Party."

1. DESCRIPTION OF PREMISES. Lessor hereby leases to City, and City leases from Lessor, on the terms and conditions hereinafter set forth, those certain "Premises" situated in the City of Sacramento located at 1900 Railroad Drive (Assessor Parcel No. 274-0200-010), and described as a portion of the existing 48,000 sq. ft. warehouse building consisting of two of the three warehouse spaces, suites A and B, which together contain approximately 24,000 square feet, shown on the diagram attached hereto and marked Exhibit "A". The Premises includes the adjacent parking lot next to suites A and B.

2. TERM. The "Term" of this Lease shall commence when (a) Lessor obtains ownership of the Premises, and (b) City takes occupancy of the Premises, which is expected to occur no later than December 1, 2017. On the date City begins occupancy of the Premises, the Parties will sign a Certificate of Occupancy to set the "Commencement Date." This Lease will expire, unless sooner terminated, on April 30, 2018 (the "Expiration Date"). At its election, City may terminate this Lease sooner than the Expiration Date by providing ten (10) days advance written notice to Lessor which specifies the date of termination.

3. RENT. Lessor desires to provide City and the community with the benefit of use of the Premises as a winter shelter for the homeless. Lessor is donating the value of the market rent for the Premises during the Term to the City.

4. USE AND OPERATIONS. The Premises is leased to City for the purpose of operating a homeless shelter during the upcoming winter months that will be open seven days a week. City anticipates providing 150 beds within each suite to shelter the homeless. Homeless persons will be allowed to bring their personal possessions and animals into the building, and they may be served meals and provided with other services within the building. The shelter will be operated by a City contractor. City shall insure that:

- (a) The shelter is staffed on a 24-hour basis, seven days a week;
- (b) Security will be provided to monitor the Premises and the perimeter of the building;
- (c) Frequent daily sweeps of the exterior of the Premises and the parking lot will occur to pick up trash and debris;
- (d) No storage of personal items that are not secured in storage bins within the exterior of the Premises, including the parking lot, will be allowed unless they are secured in storage bins;
- (e) Homeless persons who are camping or loitering in the surrounding area will be encouraged to use the shelter at the Premises instead;

- (f) The conduct of the homeless persons being served at the Premises are monitored to minimize any loud noises, fights, or other acts or activity that may disturb Lessor's other tenants in the area; and
- (g) A code of conduct will be imposed as a means to inform the homeless of the expected behavior and prohibited activities at the Premises, such as using drugs or consuming alcohol, and to dissuade them from discarding trash and debris on private property in the area and within the adjacent American River parkway.

As set forth in Section 15, if Lessor believes that City is not in compliance with the foregoing obligations, Lessor shall first contact the following City Representative:

Emily Halcon
Homeless Services Coordinator
City of Sacramento
City Manager's Office
915 I Street, 5th Floor
Sacramento CA 95814
(916) 808-7896
ehalcon@cityofsacramento.org

5. UTILITIES AND BUILDING SERVICES. City shall be solely responsible for the costs of all utilities, building services, maintenance and janitorial services for its use and occupancy of the Premises. City shall arrange for commercial trash collection and disposal services at a frequency to ensure that a large accumulation of trash and debris is not stored within the Premises and that trash dumpsters in the parking lot are not overflowing. Lessor can require City to arrange for more frequent trash removal services if, in Lessor's reasonable discretion, odor, health, or safety problems have been caused by City's garbage storage and removal practices. If any event of pest or vermin infestation is found in the Premises, City shall immediately contract with a bonded, professional pest-and-sanitation control operator to remedy such infestation.

6. ACCEPTANCE OF PREMISES; SURRENDER AT END OF TERM. Lessor makes no representation or warranty of any kind, express or implied, as to the suitability of the Premises for the permitted use. City represents and warrants that it has independently made a full and thorough investigation and examination of the Premises and that it is entering this Lease relying upon facts ascertained from said independent investigation. By entry of the Premises on the Commencement Date, City accepts the Premises as being in good and sanitary order, condition and repair, and in the size, and condition represented by Lessor. City agrees on the last day of the Term, or sooner termination of this Lease, to surrender the Premises to the Lessor in a "broom clean" condition that is the same condition or better as when received, reasonable wear and tear excepted, and to remove all of City's signs and any personal property of City or of the homeless from the Premises.

7. WASTE; QUIET ENJOYMENT. City shall not make, or suffer to be committed, any waste upon the Premises. City shall not allow any nuisance or other act or activity within the Premises which may disturb the quiet enjoyment of any other tenant in the building in which the Premises are located or the adjacent buildings owned by Lessor.

8. ALTERATIONS. Except for the modification of each of the roll-up warehouse doors to include an entry door for ingress and egress and erecting fencing within the parking lot next to suite B, City shall not make any other alterations of the Premises, or any part thereof, without the prior written consent of Lessor. All alterations, improvements, additions, or fixtures that may be made or installed upon the Premises by City in any manner are attached to the floors, walls or ceilings, or the parking lot pavement shall become the property of the Lessor at the termination of the Lease; provided, however, City may remove any additions and fixtures if City repairs any damages to the Premises caused by such removal.

9. CARE AND MAINTENANCE OF THE PREMISES. During the Term, City shall maintain the Premises, except the structural portions of the building and the parking lot pavement. The term "structural portions" shall mean and include the foundation(s), exterior walls, concrete slab(s), and the beams and columns bearing the main load on the roof of the building Premises. Lessor shall keep in good order, condition, maintenance and repair, the plumbing and sewage system serving the Premises; the structural portions of the Premises, and shall be responsible for roof maintenance, heat and air conditioning repairs, and maintenance of the common areas between the suites of the building and the perimeter of the property.

10. INDEMNITY. City shall defend, indemnify and hold harmless Lessor, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including but not limited to, any fees and/or costs reasonably incurred by Lessor's attorneys and any fees and expenses incurred in enforcing this provision (hereinafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with any occurrence on the Premises or related to the use or occupancy of the Premises by City and its invitees, contractors, agents, and employees; whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to Liabilities to the extent arising from the sole negligence or willful misconduct of Lessor, or its officers, employees, agents, or independent contractors who are directly responsible to Lessor.

11. INSURANCE. City confirms that City is self-insured and maintains excess insurance coverages adequate to meet its obligations under the foregoing indemnity provision.

12. ENTRY BY LESSOR. City shall permit Lessor and its agents to enter the Premises at all reasonable times when given a minimum 24 hours' notice from Lessor (except in the case of emergency, in which case Lessor may enter as reasonably necessary) to: (a) inspect the Premises; (b) exhibit the Premises to prospective purchasers, lenders or tenants; (c) supply janitor service and any other service to be provided by Lessor to any other tenant of the building; (d) post notices of non-responsibility; and (e) make repairs required of Lessor under the terms of this Lease or make repairs to any adjoining space or any other portion of

the building; provided, however, that all such works shall be done as promptly as reasonable possible and so as to cause as little interference to City as reasonable possible.

13. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Premises during the Term of this Lease, from any cause for which the Lessor is responsible for repair according to the terms of this Lease, Lessor shall forthwith repair the same, provided such repair can be made within thirty (30) days under the laws and regulations of state, federal, or municipal authorities. If such repairs cannot be made within thirty (30) days, this Lease may be terminated at the option of either Party upon ten (10) days' notice to the other Party. A total destruction of the building in which the Premises are situated shall terminate this Lease.

14. ASSIGNMENT OR SUBLETTING. City shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any such assignment or subletting without such consent shall be void, and at the option of the Lessor, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of City, by operation of law, without the prior written consent of Lessor.

15. DEFAULT. The occurrence of any of the following shall constitute a default by City or, as and where the context allows, by Lessor:

- (a) City's failure to comply with the obligations set forth in Sections 4 and 5 if the failure continues for five (5) days after written notice has been given to City.
- (b) In the case of either City or Lessor, failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to the defaulting party. If the default cannot be reasonable cured within thirty (30) days, the defaulting party shall not be in default of this Lease if the defaulting party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to endeavor to cure the default.

Notices given under this Section shall specify the alleged default and applicable Lease provisions, and shall demand that the defaulting party perform the provisions of this Lease within the applicable period of time. The purpose of the notice requirements is to provide the defaulting party a reasonable opportunity to cure the alleged default.

Upon the occurrence of any one or more of the defaults referenced above which are not cured, Lessor shall have the right to terminate this Lease. Upon such termination, City's right to possession of the Premises shall terminate and City shall surrender possession and vacate the Premises immediately according to the provisions of Section 6. Election by Lessor to terminate this Lease shall not prejudice any rights or claims Lessor may have for sums remaining due or for damages, or pursuing such other remedies as may be available to Lessor by law or equity, all remedies of Lessor to be cumulative and not alternative.

16. NOTICES. Any and all notices or demands by or from Lessor to City, or City to Lessor, shall be in writing. They shall be served either personally or by mail. If served personally, services shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, return receipt requested.

Any written notice or demand shall be given to:

CITY:
City of Sacramento
Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814

LESSOR:

Any Party hereto may change the address for notice by giving written notice to the other Party according to this Section 16.

17. NO JOINT VENTURE. It is understood and agreed that each Party is an independent government agency or corporation and that this Lease, notwithstanding the “no rent” provision, shall not create a relationship between City and Lessor or its individual members of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent.

18. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole benefit of the Parties and notwithstanding the benefits to be provided to homeless persons, no other person or entity shall be entitled to rely upon or receive any benefit from this Lease or any term in this Lease. This Lease may only be enforced by the Parties and not by any other person.

19. WAIVER. The waiver by either Party of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same of any other term, covenant, or condition of this Lease. No waiver will be effective unless it is in writing and signed by the waiving Party.

20. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions of assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.

21. TIME. Each Party acknowledges and agrees that time is of the essence with respect to every term, condition, obligation and provision in this Lease and that failure to timely perform any of the terms, conditions, obligations or provisions by either Party shall constitute a material breach of and non-curable (but waivable) default under this Lease by the Party failing to perform.

22. EXCUSABLE DELAYS. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse performance by such party for a period equal to such prevention, delay or stoppage.

23. CAPTIONS. The title or heading to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

24. ENFORCEMENT OF AGREEMENT. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Lease shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

25. COUNTERPARTS. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or pdf signature shall be deemed an original signature.

26. INTERPRETATION. This Lease is the result of the joint efforts and negotiations of the Parties, and the Parties agree that this Lease will be interpreted as though each of the Parties participated equally in the drafting and composition of this Lease. No ambiguity shall be presumed to be construed against either Party.

27. ENTIRE AGREEMENT. This Lease, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Lease. No alteration to the terms of this Lease shall be valid unless approved in writing by City, and by Lessor, in accordance with applicable provisions of the Sacramento City Code.

28. AUTHORITY. The person signing this Lease for City and Lessor represents and warrants the he/she is fully authorized to sign this Lease on its behalf and to bind the Party to the performance of its obligations under this Lease.

[signature page follows]

IN WITNESS WHEREOF, Lessor and City have executed this Lease as of the Execution Date.

LESSOR:

By: _____
Print Name: _____
Title: _____

CITY:
City of Sacramento,
a municipal corporation

By: _____
Arturo Sanchez
Assistant City Manager

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

ATTEST:

By: _____
Assistant City Clerk

EXHIBIT "A"

PREMISES

PROJECT NAME: Winter Triage Shelter
AGREEMENT TERM: November 1, 2017 through March 31, 2018
AUTHORIZED RENEWALS:
DEPARTMENT: City Manager
DIVISION: Homeless Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of __November 1, 2017__, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Volunteers of America of Northern California and Northern Nevada
3434 Marconi Avenue
Sacramento, CA 95821-6242*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid
Instructions to Bidders
Contractor's Bid Proposal Form
Technical Specifications
Local Business Enterprise (LBE) Requirements*
Living Wage Requirements for Nonprofessional Service Agreements*
Requirements of the Non-Discrimination in Employee Benefits Code*
Ban-The-Box Requirements*

The above documents followed by an asterisk () can be viewed at
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>*

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled "Living Wage Requirements for Nonprofessional Service Agreements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of

Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Arturo M. Sanchez

Title: Assistant City Manager

For: Howard Chan, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A	Scope of Services
Exhibit B	Fee Schedule/Manner of Payment
Exhibit C	Facilities/Equipment Provided
Exhibit D	General Provisions

CONTRACTOR:

Volunteers of America of Northern California and Northern Nevada, Inc.

NAME OF FIRM

94-6000984

94-6000984

Federal I.D. No.

C1268022

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

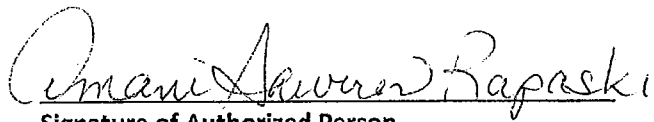
☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation (*may require 2 signatures*)

☐ Limited Liability Company

☐ Other (*please specify:* _____)



Signature of Authorized Person

Amani Sawires Rapaski
Vice President & Chief Operating Officer

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Andrew Geurkink, Program Analyst
915 I Street 5th floor
Sacramento, CA 95814
(916) 808-7816/ageurkink@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Amani Sawires Rapaski, COO, VOA of Northern California & Northern Nevada
3434 Marconi Avenue
Sacramento, CA 95821-6242
(916) 679-3496/amani@voa-ncnn.org*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

4. Public Works Requirements. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable:]***

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. _____

Subcontractor name: _____ DIR No. _____

Subcontractor name: _____ DIR No. _____

Subcontractor name: _____ DIR No. _____

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 997,344 .

Billable Rates. CONTRACTOR shall be paid for the performance of Services on other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

2. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

3. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) CONTRACTOR's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) CONTRACTOR's remit address for payment
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (Itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

4. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
5. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
6. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT**

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

X Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities

performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. CH (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall

permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

Attachment 1 to Exhibit A

Scope of services FY2017/18 Volunteers of America Winter Triage Shelter

Homelessness is an issue that impacts communities without regard to geographic or political boundaries and for which there is no single answer or approach. Shelters play a significant role in addressing homelessness and as such it is necessary to create a systemic approach to addressing homelessness which includes low to no barrier crisis shelters. The City of Sacramento recognizes the important role that emergency shelters play in helping move people out of homelessness and into permanent housing. While long term solutions are critical, the City recognizes that many people remain unsheltered, and seeks to provide a temporary site for people to be safe and dry during the winter season. To that end, the City has made funds available to increase access to emergency shelter during the winter 2017-18 season, providing funding to ensure that:

- Winter Triage Shelter is open 24 hours a day, 7 day a week; and
- All beds in the Shelter are available continuously for 120 days during the winter season; and
- Winter Triage Shelter is “low to no barrier”, which means that they impose minimal restrictions on behavior of clients, and provides accommodations for pets of shelter clients, while staying at the shelter; and
- Services at the Shelter are primarily focused on helping clients obtain permanent housing which includes, but is not limited to those offered through the Sacramento homeless continuum of care.

OPERATOR

The Winter Triage Shelter shall be operated by Volunteers of America of Northern California and Northern Nevada (VOA)

LOCATION

Winter Triage Shelter
1900 Railroad Drive
Sacramento, CA 95815

The City of Sacramento (City) is solely responsible for the identification of the site, and all its requirements for use including permitting, lease arrangements, and physical modifications. VOA will be responsible for on-going site maintenance and upkeep, as related to impacts of Winter Triage Shelter operations.

FUNDING

The total annual budget to operate the shelter is \$997,344, as detailed in Attachment 1 to Exhibit B of this contract.

STAFFING

1 FTE Program Manager
1 FTE Intake Coordinator
3 FTE Case Manager
1 FTE Shift Supervisor
27 FTE Shift Monitors
2 FTE Maintenance/Janitorial Technicians

The Winter Triage Shelter (Shelter) will have 24-hour, seven day a week staffing with a minimum of two staff on site at all times. During daytime hours and evening hours, there will be a minimum of one Shelter staff person for every 33 Shelter guests. Overnight, there will be a minimum of one Shelter staff person for every 33 guests.

DESCRIPTION OF SERVICES

Once at full capacity, VOA will operate the Shelter to provide services for up to 200 literally homeless adults each night. Capacity of the Shelter will be adjusted to accommodate a ramp-up and ramp-down of the Shelter. VOA shall provide a support system of multiple resources and specialized services to assist clients in resolving their homelessness.

The Shelter will operate for 120 consecutive days and will offer a 24-hour safe, supervised temporary living environment including intake, assessment, case management services, three meals and snacks daily, personal supplies, shower facilities, laundry facilities, transportation, accommodations for pets, and storage.

At a minimum, the following services will be provided at the Shelter:

- **Food:** Meals are approved by a nutritionist and special dietary accommodations are made whenever necessary. Meals are prepared in Center Kitchen and delivered to the shelter twice daily. Guests are offered a continental breakfast between 6am and 8 am, sack lunches between 11am and 1 pm, and hot served dinner between 5pm and 7pm. Snacks and water will be readily available all day. The shelter's support staff (Shift Monitors) are responsible for serving and clean-up after meals.
- **Beds:** A cot or mat will be made available to each client
- **Laundry and Linen:** To assure the linens are clean and remain free from pests, a laundering schedule will be used. Although clean bedding is provided more often when requested, the laundering of bedding is required to be done at a minimum of once per week. Guests will remove their bedding at least weekly and deposit in a bin in exchange for fresh bedding. The bedding and linens will be picked up and laundered by a professional linen service.

- **Recreation:** Books, magazines, games, and television are available during appropriate hours.
- **Information, referral, case management:** Any guest eligible for the City's Pathways to Health and Home will be connected to Pathways for care coordination. Any guest not eligible for Whole Person Care will have access to an on-site Case Manager. During their initial visit, the Case Manager will verify the guest has had the VI-SPDAT administered and has been referred to the Community Queue, operated by Sacramento Steps Forward, through HMIS for a possible appropriate housing option. If not, it will be administered by the trained Case Manager. Based on the assessment, the Case Manager and guest collaboratively develop an Individual Plan to address the guest's unique barriers to housing. Information is provided to guests, and services are brokered, for available community resources including but not limited to public benefit, identification documents, housing options, primary care, behavioral health, legal issues, and employment.
- **Responding Appropriately to Emergencies:** VOA shall report all emergency incidents to the City by phone as soon as possible and follow-up with the "Providers Incident Report" form and will include any other supporting documentation.
- **No Loitering:** Enforce a no loitering policy on the shelter premises and the property immediately adjacent to facility, as part of the Shelter's Good Neighbor Policy developed in partnership with the City.
- **De-escalate crisis:** Respond and de-escalate crisis in an appropriate manner, providing emergency assistance to clients and co-workers as necessary.
- **Pet accommodations:** Guests with pets are welcome in the shelter. Kennels will be available for use while guest is on-site, only. Outdoor kennels/runs with igloos will be available and may be used by more than one dog at a time if sufficiently socialized. Smaller portable kennels will also be available. Pets must be on a leash at all times while in the shelter, if not in a kennel. Dogs may be kept with the guest in the sleeping area if well behaved and quiet. Owner is responsible for cleaning up after pet and taking outside as needed. Kennels must be left in clean condition after use. If any animal becomes aggressive, or otherwise presents a threat to other animals or guest in the shelter, the guest owner will be required to exit the shelter with their pet. To ensure safety, guest re-entry with the offending pet will not be allowed. Guest may return without pet.
- **Management of possessions:** As individuals are referred by the Impact Team and are transported to the Shelter, a check-in process will be followed. To prevent weapons, illegal drugs or alcohol from being brought in, guests will be asked to remove and display possessions on a table for inspection to eliminate anything not allowed and to determine appropriate storage needs. Secure storage will be utilized for any items not allowed into the Shelter and returned to guest upon exit. Additionally, secure storage will be made available as needed—both guest accessible lockers and/or bins in the sleeping areas, as well as larger secured storage facilities for carts, bikes, and larger items. Guests will be able to leave their belongings in the storage areas for the duration of their stay in the Shelter.
- **Transportation:** Transportation is an important component of the Winter Triage Shelter program. VOA uses an agency van for limited (emergency) transportation needs, and distributes passes for public transportation.

PARTNERSHIPS AND CO-LOCATION

Strong efforts are undertaken to establish on-going partnerships with community organizations and may include but are not limited to, City of Sacramento, Sacramento Police Department's Impact Team, ELICA Health, Pathways to Health and Home, County Department of Human Assistance, Sacramento Steps forward, City's Front Street Animal Shelter, Mobile Veterinarian services, as well as several other internal VOA programs. Case conferencing space, as well as VOA personnel, (including Case Managers and Program Manager) will be available to coordinate with partners to best meet the needs of individual guests.

ELIGIBLE PARTICIPANTS

Eligible participants are literally homeless adults who, for myriad reasons, cannot or will not access traditional shelters. This could include, but is not limited to, those with pets, large amounts of possessions, or those who self-identify as LGBT. To ensure effective outreach and targeting, the shelter will operate on a referral-only basis.

Eligible Shelter guests will be determined by The Sacramento Police Department's Impact Team, the City of Sacramento's Pathways to Health and Home care coordination teams. In the event that there is capacity and both the Impact Team and Pathways care coordination teams are unable to provide adequate referrals, the Shelter may act as area overflow for the local shelter system. In this event, the following prioritization must be followed:

- Individual is defined as experiencing literal homelessness per the Federal Department of Housing and Urban Development definition of category 1 homeless (literal homelessness); and
- Individual is unable, or chooses, to not utilize traditional shelter and is eligible for Shelter services; or
- Individual is on a shelter waitlist and placement into a shelter bed is likely not imminent.

Shelter guests may be screened for need and vulnerability, but should not be "screened out" based on level of need, impairment, or previous history at the Shelter.

To the extent possible, VOA will work in a manner in accordance to the "Housing First" approach which reduces barriers to participant entry and shall not deny entry to the shelter based on suspicion of substance abuse, insobriety, mental disorder, or criminal background, unless a client poses an imminent threat to themselves, staff, or other participants.

BUDGET

Refer to Exhibit 1 to Attachment B.

OUTCOMES

- Serve approximately 500 clients over the program operations
- 50% of clients will exit to programs coordinated through the homeless continuum of care or other housing options
- 25% of clients will exit to permanent housing

RECORD-KEEPING AND REPORTING

VOA shall maintain client files, in accordance with the requirements of the Homeless Management and Information System (HMIS) operated by Sacramento Steps Forward (SSF). VOA's records will be made available upon request for inspection by the City and VOA will also coordinate with the City on the development of other types of reports upon request.

VOA grants the City of Sacramento HMIS data and report access to the Winter Triage Shelter program.

Upon entry into the shelter, data on all clients will be entered in the HMIS, pursuant to the data standards required by SSF. Additionally, within 72 hours of entry, all clients shall be assessed for their needs and housing options, which may include and is not limited to, an assessment through the Sacramento Homeless Continuum of Care's Coordinated Entry System.

COOPERATION

VOA shall coordinate with other service providers who are providing support services and/or lodging for the homeless population, with Sacramento Steps Forward, and with other agencies necessary to carry out services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

EVALUATION

The City may at any time evaluate, including monitoring client files and site inspection for this program. VOA shall be given opportunities to participate in the evaluation process and to respond.

Attachment to EXHIBIT B

**PAYMENT SCHEDULE
FY2017/2018 VOLUNTEERS OF AMERICA
WINTER TRIAGE SHELTER**

Maximum Payment to Contractor

City will pay contractor an amount not to exceed \$997,344 for the services rendered at the A Street Men's Shelter during the contract term.

Payments to Contractor

Contractor shall submit invoices monthly by the fifteenth (15th) of each month via email to ageurkink@cityofsacramento.org. Invoices shall be prepared in accordance with Section 4(B) of Exhibit B. Invoices shall be detailed out in accordance with the line items in the budget below.

Budget

Eligible costs are as follows:

Component	Cost
STAFFING	
1 FTE Program Manager	\$30,128
3 FTE Case Manager	\$69,414
1 FTE Intake/HMIS Coordinator	\$19,282
1 FTE Shift Supervisor	\$22,239
27 FTE Shift Monitor	\$398,792
2 FTE Janitorial/Maintenance Technicians	\$30,326
SUBTOTAL	\$570,181
DIRECT PROGRAM EXPENSES	
Program Supplies	\$12,500
Meals	\$189,000
Housekeeping, cleaning, and laundry	\$34,700
Equipment Expense & Furnishings	\$14,800
Mileage & Travel	\$1,200
Client Transportation	\$6,000
Facilities	\$26,500
General Office	\$2,225
Telephone/internet	\$6,000
Insurance	\$2,400
Equipment Maintenance & Rental	\$1,000
Printing	\$750
SUBTOTAL	\$297,075
INDIRECT (ADMIN AT 15%)	\$130,088
TOTAL	\$997,344

Line item transfers between budget categories may be made provided such budget changes do not result in the total Budget exceeding the maximum total contract amount and/or do not compromise the program. Any changes to the overall budget or to the line items within the budget above must be approved in writing by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center License No. 0B29370 PO Box 13847 Sacramento CA 95853	CONTACT NAME: Monina M. Lucas PHONE (A/C, No, Ext): 916-576-1512 FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: monina.lucas@epicbrokers.com														
INSURED VOLUAMER Volunteers of America Northern California & Nevada 3434 Marconi Ave Sacramento CA 95821	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER B : Republic Indemnity of California</td> <td>43753</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co	18058	INSURER B : Republic Indemnity of California	43753	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1801215999

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1678681	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1678681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB591587	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	18772504	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER CA NV E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK1678681	7/1/2017	7/1/2018	Each Occurrence Limit 1,000,000 Aggregate Limits: 3,000,000 Deductible: Nil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured: City of Sacramento and Sacramento Housing and Redevelopment Agency and its constituent entities. When required by written contract, additional insured status with primary coverage and waiver of subrogation apply to General Liability and Automobile Liability, all per the attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

Sacramento Housing & Redevelopment Agency
 801 12th Street
 Sacramento, CA 95814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Page 47 of 61

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds****SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an Insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- K. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- L. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily Injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 07/01/2017

Name of Person or Organization (Additional Insured):

Blanket when required by written contract prior to loss

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured Board Members Newly Acquired Entities Designated Insured Lessor of Leased Autos	Included Included Included Included	2
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.