

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
KINGDOM CAUSES, INC. DBA CITY NET  
FOR COORDINATED STREET OUTREACH SERVICES**

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**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Kingdom Causes, Inc. dba City Net (Contractor) (collectively, the Parties).

**RECITALS**

A. City needs coordinated street outreach services as further described in the Scope of Services (Services), attached hereto as Exhibit A.

B. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

C. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

D. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code as defined in San Diego Municipal Code (SDMC) section 22.3003.

E. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

F. The City's prior contract with Contractor for coordinated street outreach services, executed on October 28, 2021, was for an initial term of nine (9) months and renewed for one (1) year.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE 1  
CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Homelessness Strategies and Solutions (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Leticia Rodriguez  
202 C St. A8  
San Diego, CA. 92101  
(619) 987-0178  
RodriguezL@SanDiego.Gov

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**1.5 Reserved.**

**ARTICLE 2  
DURATION OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40.

**2.2 Agreement Term.** This Agreement shall be for a term beginning on July 1, 2023 and extending through June 30, 2024. City may, in its sole discretion, extend this Agreement for two (2) additional one (1) year period(s) Unless otherwise terminated, this Agreement shall be effective until completion of Services. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**ARTICLE 3  
COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$600,000 in Fiscal Year 2024, during the initial term and expenses in accordance with a detailed budget agreed to by the Parties. The budget may be amended in

writing by the Contract Administrator and Contractor without further approval provided the amendment does not result in any increase in the total compensation. If the City exercises an option to extend the Agreement, Contractor's compensation shall not exceed \$1,000,000 on the same terms and conditions as provided in this Agreement during the initial term option period.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

## **ARTICLE 4 CONTRACT DOCUMENTS**

**4.1 Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.


**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR  
Kingdom Causes, Inc. dba City Net

CITY OF SAN DIEGO  
A Municipal Corporation

By: 

By: 

Name: Stacie Hurst

Name: Claudia Abarca

Title: Finance Director

Director, Purchasing & Contracting

Date: Jul 17, 2023

Date: Jul 17, 2023

Approved as to form this 18th day of  
July, 2023.  
MARA W. ELLIOTT, City Attorney

By:   
Justin Bargar (Jul 18, 2023 08:30 PDT)

Deputy City Attorney

Justin Bargar

Print Name

## **EXHIBIT A SCOPE OF SERVICES**

### **A. OVERVIEW**

The Homelessness Strategies and Solutions Department (HSSD) is the department of the City of San Diego (City) that oversees and develops homelessness related programs and services. Department plans, develops, and oversees a comprehensive network of citywide programs that provide immediate assistance and long-term solutions to meet the needs of those experiencing homelessness in the City.

As part of the City's efforts to address homelessness, CityNet (Contractor) will operate a Coordinated Street Outreach Program (Program) in the City of San Diego. The Program will provide focused outreach with the purpose of improving quality of life of residents of encampments by connecting them to services and shelter available within the City.

### **B. PROGRAM SITE LOCATION**

The Contractor will operate the Program in assigned geographical location, in and around Caltrans Highway State right of ways within the City of San Diego (Caltrans ROW). The Program will operate Monday through Friday, 8:00 a.m. to 5:00 p.m., and will meet where individuals experiencing homelessness are located, including streets, encampments, among other locations.

### **C. PROGRAM DESCRIPTION**

The Program design will serve participants in a welcoming and solution-focused approach. The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. All services must be easily accessible and evaluated for effectiveness on a regular basis. Utilizing Housing First principles, the Program will engage individuals and households who are experiencing homelessness. The Contractor's role is to provide outreach services focused on resources in identified concentrations of unsheltered individual with an emphasis on diverting connections to bridge housing, emergency shelter, and supportive services.

Through guidance from the City, Contractor's outreach activities will align with the City's coordinated outreach approach. Contractor's outreach activities will cover all identified neighborhoods within the City and align with emerging best practices regarding service models, including street-based case management. Contractor's outreach staff will conduct activities in assigned Caltrans ROW area with the goal of fostering rapport with individuals experiencing unsheltered homelessness, understanding their needs, providing intensive street-based case management, and connecting individuals to supportive services and exits to permanent housing.

In addition, Contractor's outreach staff will respond to referrals submitted through a variety of channels including, 211, the City of San Diego's Get It Done reporting system, and

community feedback. Contractor's outreach workers will assess the location, offer services, and determine appropriate next steps to resolve the individual's homelessness. Work Orders assigned to Contractor will be completed within a reasonable time frame and outcomes communicated through the City's mobile application.

The Program will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.

## **D. PROGRAM SERVICES**

### **1. Target Population/Geographical Area**

The Program will prioritize single adults and households within the City experiencing unsheltered homelessness and will focus on areas in Downtown San Diego. The Contractor will provide street-based case management focused on facilitating permanent housing placements to unsheltered individuals in and around Caltrans Highway State Right of Ways within the City of San Diego (Caltrans ROW).

### **2. Persons Served**

The Contractor will serve, at least, 180 unduplicated individuals (Participants). The number of Participants to be served in future option years will be determined by the funding and final budget determined to be available for that year.

### **3. Services**

Contractor shall conduct outreach and engagement efforts in geographical locations where encampments are located to document a by-name list, a comprehensive list of every individual experiencing homelessness located specifically within Caltrans ROW with the goal of:

- a. Rapid resolution assistance, including determining diversion opportunities;
- b. Conducting regular and frequent visits to encampments to build relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
- c. Making efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer-term and permanent housing options as frequently as possible;
- d. Maintaining up-to-date contact information and information on areas most frequented by individuals;
- e. Addressing basic needs, including, access to food, clothing, and safety;
- f. Accessing shelter, through participation in the Coordinated Shelter Intake process;
- g. Accessing housing-focused street-based case management services, including:
  1. Development of client housing plan, including stabilization strategies and client goals and objectives;

2. Coordination with any referrals to County, State, and Federal programs, as well as nonprofits and social services, as appropriate;
  3. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of Coordinated Entry System (CES);
  4. Completion of intakes, screening, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies; and
  5. Assistance with housing applications and supportive/subsidized housing paperwork.
- h. Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
  - i. Maintaining documentation of outreach efforts and participants' choice to accept or refuse resources referrals/opportunities, in a form and format determined by the City or as established by RTFH community standards and policies.

#### **4. Program Eligibility**

- a. Each Program Participant will be:
  1. An individual who meets the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1) or Fleeing/Attempting to Flee Domestic Violence (Category 4);
  2. Certified as homeless using HUD's preferred order of documentation (24 CFR Part 91, 582, and 583), third party certification is preferred; and
  3. Residing in the City of San Diego.
- b. In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include:
  1. Sobriety and/or commitment to be drug-free;
  2. Requirements to take medication if the participant has a mental illness;
  3. Participation in religious services or activities;
  4. Participation in drug treatment services (including NA/AA);
  5. Payment or ability to pay; or
  6. Identification

#### **E. PROGRAM COMPONENTS**

Service delivery will be housing-focused which aims to resolve Participant's homelessness as quickly as possible while also meeting the Participant's basic needs. Contractor's staff and persons who interact with participants will be trained on homeless population service provisions, positive engagement, and general customer service standards that address the needs of the target population. Services to be provided include:

1. Alignment with Housing First principles with low barrier to entry and operations.
2. Assistance with obtaining safe, permanent housing.
3. Where necessary, provide linkage to health resources including mental and behavioral health services based on person centered needs.
4. Provide access to case management and other appropriate permanent housing-focused services.
5. Collecting client satisfaction data halfway through the Program (six months) and at the end of the Program at a minimum, and reporting to the City summarizing how client satisfaction data was collected during the reporting period, the assessment of the data and how the findings were incorporated into service delivery and program design.

## **F. SYSTEM COORDINATION**

### **1. Coordinated Entry System (CES)**

The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the RTFH. Information provided by homeless individuals and families and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention. Contractor will:

- a. Participate in CES as established by the RTFH and focus on the CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate and as established by RTFH.
- b. Participate in housing navigation, case conferencing, or other integral components of CES when appropriate and as established by RTFH.

### **2. 2-1-1 San Diego Participation.**

Contractor must list the program along with relevant program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the program service listing in the 2-1-1 San Diego database within the past twelve (12) months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

#### **a. Community Information Exchange (CIE)**

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to



view client profiles and aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

## **G. COMMUNITY ENGAGEMENT**

Contractor shall maintain a Community Engagement/Good Neighbor Plan for the areas surrounding the Program Site, including:

1. Methodologies for maintaining a clean and safe environment;
2. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
3. Providing opportunities for electronic or written community feedback; and
4. Demonstrating community input has been reviewed and incorporated into operations plans, as appropriate.

## **H. LEVERAGE COMMITMENT**

Contractor must provide summary documentation of any leveraged or in-kind resources used to enhance Program services and operations within 30 days following the end of the Agreement Term. Leverage is the non-match cash, or non-match in-kind resources, committed to making a project fully operational. This includes all resources in excess of the required match as well as other resources that are used on costs that are ineligible. Leverage funds may be used for any program related costs and may be used to support any activity within the project provided by the recipient or subrecipient.

## **I. NON-EXPENDABLE PROPERTY ACQUISITION**

City retains title to all non-expendable property provided to Contractor by City, or which Contractor may acquire with funds from this Agreement requesting reimbursement for such expenditures. For purposes of this Agreement, non-expendable property is defined as tangible personal property having a useful life of more than one year and an acquisition cost of more than more than \$5,000 cumulative or per item. Contractor shall not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and normal life expectancy of more than one year without prior written approval of the City or as approved within the Program's budget for start-up costs required for the Program. Acquisition of non-expendable property shall comply with the City's contracting procurement requirements. Contractor understands and agrees that all non-expendable property procured under this contract are for the benefit of the City and are the sole property of the City.

Contractor shall maintain an inventory of non-expendable property, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall

be retained and made available to the City upon request for at least three years following date of disposition.

Non-expendable property that has a value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the City may retain title under this paragraph, shall be disposed of at the end of the agreement as follows: at City's option, it may 1) have Contractor deliver to another City contractor or have another City contractor pick up the non-expendable property; 2) allow the Contractor to retain the non-expendable property provided that the Contractor submits to the City a written statement in the format directed by the City on how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the City the non-expendable property.

## **J. RESPONSIBILITY OF EQUIPMENT**

City shall not be responsible nor held liable for any damage to any persons or property as a result of the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished rented, or loaned to Contractor by the City or purchased by Contractor with funds under this Agreement. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, protect, and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, City or other persons or property. Equipment includes but is not limited to material, computer hardware and software, tools, or other things. Contractor shall repair or replace, at Contractor's expense, all City equipment or fixed assets that are damaged or lost because of Contractor negligence.

## **K. RECRUITMENT AND HIRING OF STAFF FOR OPERATIONS OF THE PROGRAM**

Contractor shall provide the following within sixty (60) days of signing of the Agreement:

1. Job descriptions for Program staff in alignment with local and national best practices for delivery of all Program services as described herein.

## **L. OPERATIONAL PLANNING AND SET UP**

The Contractor's Program staff is expected to:

1. Engage with individuals who are predominantly unsheltered in assigned areas and work intensively to resolve homelessness (shelter users should be engaged, rarely, if ever);
2. Follow the Policy Guidelines and Street Community Standards;
3. Respond to service requests from the City's Outreach Manager;
4. Staff two shifts per day;

5. Have assigned areas within the City that staff are expected to know as many unsheltered people as possible by name, prioritize who they will try to resolve homelessness for first, accompany people to appointments to take care of tasks in the process (e.g. transport to Social Security Office), get all paperwork completed for Coordinated Entry, and coordinate with other services in sustaining the tenancy after Street-Based Case Management work is completed. As applicable, assigned areas could be informed by “hotspots” data provided by the City (e.g. Performance and Analytics geospatial analysis or Get It Done);
6. Work with smaller groups of unsheltered people intensely rather than a larger groups peripherally;
7. Coordinate with the Rapid Response Team on individuals that do not currently want housing assistance but may benefit from follow-up at a later time, and need, or may be interested in, other options of street-based interventions;
8. Leverage the expertise of Peer Support Specialists in engagement and to assist with task completion and to engage with people that do not want housing assistance; and
9. Participate in daily operational briefings and regular coordinated outreach meetings as determined by the City Outreach Manager;
10. Comply with policies and procedures for infectious disease prevention and safety measures in accordance with all County of San Diego Public Health and City mandates and guidelines; and
11. All staff, whether employed by the Contractor or staff through a third-party vendor must be trained in the following areas:
  - a. Cultural competency to best serve the target population;
  - b. All public health and infectious disease prevention safety measures in effect during the term of this agreement;
  - c. The Program’s terms of service; and
  - d. Critical incident reporting.

**M. PROGRAM POLICY REQUIREMENTS FOR SERVICE DELIVERY AND PROGRAM OPERATIONS**

Contractor shall submit a copy of Contractor’s Program Policies and Procedures to the City within sixty (60) days of signing the Agreement. Contractor is expected to revise the Program Policies and Procedures annually. The City will review the Program Policies and Procedures at the start of the initial term of the Agreement, and annually thereafter for any option period. The City will review for all minimum components identified below and will provide technical assistance and collaborate for ongoing improvement and modifications based on client feedback, outcomes, and best practices. Any changes to the Program Policies and Procedures shall be submitted to the City for review before implementation. The City reserves the right to request changes to Program Policies and Procedures throughout the term

of the Agreement. Upon request, Contractor must submit current Program Policies and Procedures to the City within 15 calendar days.

The Program Policies and Procedures must be organized and include a table of contents outlining all content and must include at a minimum:

1. A table of contents outlining all content including forms and other appendices;
2. Program design as it relates to the target population and surrounding community that:
  - a. Is grounded in Housing First principles;
  - b. Utilizes harm reduction, trauma-informed care, diversion strategies, and cultural competency for best practices;
  - c. Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices; and
  - d. Includes a description for how internal and external resources and partnerships are utilized to maximize program client services.
3. Record management and retention;
4. Requirements for annual training for Contractor's staff, including those outlined in section O, below. Contractor's staff are expected to apply training in service delivery, engagement, and communication with participants;
5. Service description and delivery method for all services outlined in the Program Services section and the following:
  - a. Diversion, a strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing;
  - b. Intake process and eligibility criteria; and
  - c. Case management including assessment, development of reunification plan, case note documentation, issuance of RTFH-approved triage tool for all Program participants, when needed and appropriate and as applicable to program service model;
6. Program exit procedures and termination policies;
7. Process for verifying and documenting homelessness in alignment with the United States Department of Housing and Urban Development's (HUD's)<sup>1</sup> recordkeeping and reporting requirements. Policy shall include the following:
  - a. Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry;
  - b. HUD's definition of homeless and chronic homelessness;
  - c. Identification of the categories of homelessness that apply to the Program;

<sup>1</sup> Defining Chronically Homeless Final Rule." *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

- d. List examples of documentation accepted by HUD to verify homeless status with HUD's preferred order of verification identified;
  - e. Method for obtaining acceptable forms of documentation to verify homelessness; and
  - f. Process to obtain any outstanding third-party verifications when unable to obtain prior program enrollment.
8. Critical incident reporting policies and procedures;
    - a. All critical incidents must be reported to the City designee as soon as possible, but no later than 24 hours after the incident occurs. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the program.
  9. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and Program design;
  10. Client grievance policies and procedures, including appeals process;
  11. Client confidentiality and privacy and consent procedures ;
  12. Progressive disciplinary and conflict resolution policy for participants and procedures for client appeals;
  13. Service Agreement or Terms of Service which include reference to violations that could lead to immediate termination from the Program;
  14. Policies and procedures for compliance with the American with Disabilities act including Contractor's process to:
    - a. Requesting a reasonable accommodation;
    - b. Evaluating and processing of requests;
    - c. Informing the client of the decision;
    - d. Appealing decisions; and
    - e. Notifications.
  15. Notice of privacy practices to be provided to participants;
  16. Rights of persons served;
  17. Any policy describing how households or individuals outside of the target population are served and any exclusionary policies, as applicable;
  18. Housing First Fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles.
  19. The policies must align with RTFH community standards, as they apply to the Program, and demonstrate the Program does not:

- a. Require a minimum level of income at entry;
  - b. Screen out for substance use;
  - c. Screen out for criminal record except as mandated by Federal, State, or local regulations;
  - d. Screen out persons with history of victimization (domestic violence, assault, abuse); or
  - e. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
20. The Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program participants determine they want assistance moving into permanent housing; and
21. Mandated reporting procedures.

The City will provide Contractor with training or consultation necessary to carry out service delivery requirements and evaluations.

## **N. PROGRAM STANDARDS AND PERFORMANCE MONITORING**

### **1. Compliance, Performance Monitoring, and Improvement Activities**

- a. Contractor must actively participate in compliance and performance monitoring and improvement activities required by the City.
- b. Contractor will attend and contribute to compliance meetings or training (sharing Contractor's expertise and learning from others), and partner with the City in a collaborative improvement process by identifying and implementing improvements.
- c. City staff involved in monitoring or administering the Agreement, and providing guidance or technical support to the Contractor, may visit the Program sites from time to time. Generally, these visits will be prescheduled but that may not always be possible.
- d. Program Policies and Procedures must be provided within sixty (60) days of signing the Agreement and organized as set forth in in Section M, above.
- e. The Contractor shall adhere to the Departments' policies and procedures defined in the Performance Monitoring and Finance Unit's FY23 Contracting Procedures Manual, or most recent. Manual is found at [hssd\\_manual\\_v2023may\\_0.pdf \(sandiego.gov\)](https://www.sandiego.gov/hssd_manual_v2023may_0.pdf)

### **2. Fiscal Compliance**

- a. Request for Reimbursement (RFRs) shall be submitted to City by the 15th day of the month following the month during which services were provided, or the first business day thereafter, using a template provided by City. Contractor shall provide supporting documentation including but not limited to:
  - 1. Invoices and/or receipts;
  - 2. Check registers;

3. Payroll registries; and
  4. Detailed general ledger reports.
- b. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor.

### **3. Program Records**

#### **a. Record Keeping**

1. Contractor will maintain all personal participant information confidential and will maintain any personal participant files in a locked file cabinet or in password protected computer files.
2. Contractor will maintain Program inventory of all equipment and furniture purchased through this agreement's funding. The Contractor shall keep record in a template provided by the City.

#### **b. Homelessness Management Information System (HMIS)**

A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the Agreement Term, including those for data collection, data entry, data quality, standards for missing data, incomplete data, and timeliness of data entry.

The City shall be listed as a Program Administrator once the Program has been enrolled in HMIS and registered with the RTFH. If necessary, the Contractor shall provide written authorization to RTFH for the City to be listed as Program Administrator.

Any health information provided to, or maintained within HMIS shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 7920.000) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. City may, as required by grant funders or otherwise, amend or modify required data elements, disclosure formats, or disclosure frequency.

#### 4. **Mandatory Attendance**

- a. Throughout the Agreement Term, the City will host periodic roundtable meetings where the City can share information, discuss best practices, and provide technical assistance to providers.
- b. Contractor will attend the roundtable meetings, including at a minimum, attendance at the Fiscal Year Kickoff Workshop and at least one technical assistance roundtable.

### **O. STAFFING AND TRAINING**

1. Contractor will participate in any relevant training provided by the City or RTFH, as directed by the City. Contractor will participate in any future assessments that may be conducted by a third-party consultant retained by the City to ensure Program design best meets the needs of the population being served and aligns with national best practices and regional standards as determined by the City and RTFH.
2. Contractor will provide documentation of training for Program staff on all mandatory subjects identified by the City, including trauma-informed care, motivational interviewing, harm reduction, and diversity and cultural competency, regardless of length of service
3. Contractor is responsible for ensuring their staff attend, participate in, and complete necessary trainings, as well as keep a record of all trainings completed by staff employed for this program. Trainings shall be completed within six (6) months of hire date, unless completed within the past two (2) years. Trainings must be refreshed as indicated below for the following trainings:
  - a. Cultural Competency – every three (3) years;
  - b. Motivational Interviewing - every three (3) years;
  - c. Trauma Informed Care - every three (3) years;
  - d. Harm Reduction - every three (3) years;
  - e. Mandated Reporter - every three (3) years;
  - f. Substance Use Disorders - every three (3) years;
  - g. Mental Health Recovery- every three (3) years;
  - h. Effective Goal Setting (SMARTER) - every three (3) years;
  - i. HMIS Documentation – Initial training within one (1) month of hire date; every three (3) years or as soon as possible if substantial changes to standards occur, including:
    1. Coordinated Entry
  - j. First-Aid and CPR – Initial training within three (3) months of hire; refresh as necessary to maintain certification; and
  - k. Additional future training as needed to address public health concerns.

Contractor may provide ‘in house’ training to their staff. HSSD must receive curriculum and approve such training.



**P. PROGRAM OUTCOMES**

1. Contractor must document all Program progress to the City through recurring reports (i.e. monthly, quarterly, and term-end) in a form, format, and submission timeline determined by the City. Delays in responding to inquiries from the City regarding recurring reports may result in an action of noncompliance.
2. If stated benchmarks as defined below are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the City.
3. For the Agreement Term, Contractor must use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE, OUTPUTS & OUTCOMES	MEASURES	TARGET
<i>The City reserves the right to amend the Agreement to modify or add new performance metrics based on any revised guidance from RTFH or subject matter experts hired by the City to provide technical assistance.</i>		
Resource Utilization	Number of individuals/households served (unique and aggregated)	At least 180 individuals
	Demographics of individuals assisted	
Prioritization	Percentage of participants referred from the By-Name List	Reporting Only
	Percentage of engaged participants exited to permanent housing matched through CES	

<b>PERFORMANCE, OUTPUTS &amp; OUTCOMES</b>	<b>MEASURES</b>	<b>TARGET</b>
Exits	Total exits per month and YTD	Reporting Only
	Exits to permanent housing	
	Exits to emergency shelter per month and YTD	
	Exits to longer-term housing per month and YTD	
	Length of time to exit by type per month and YTD	
Conversion	Percentage of enrollment that are converted into engagement	Reporting Only
	Length of time to convert client enrollments into engagements	
System Coordination	Number of resource referrals provided by type	Reporting Only
	Participants assisted in obtaining valid identification and/or social security card	
Response	Number of requested received by source and response time	Reporting Only
	Geographic distribution detail by council district	

## **Q. MEDIA & COMMUNICATION**

1. Contractor will coordinate with and seek the prior written consent and permission of the City's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The City's permission will not be unreasonably withheld, conditioned, or delayed and should the City fail to respond to a request for permission within seven days of the date of receipt of such materials, the City's approval will be deemed to have been given.
2. Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor will exhibit a good faith effort to immediately consult with the City prior to responding to such inquiries.

## **R. CLOSE-OUT**

1. Contractor will be responsible for completing and submitting a close-out packet to include information including total number of cl housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.
2. Contractor's obligation to the City will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
  - a. Making final payments;
  - b. Disposing of Program assets (including the return of all unused material); and
  - c. Determining the custodianship of records.

## **S. BUDGET & COMPENSATION**

A detailed budget as agreed to by the parties is incorporated herein by this reference, which includes pre-approved specific line-item expenditures. Any necessary adjustments to specific line-item amounts included in the detailed budget will be memorialized through an administrative review and approval process by Department and acknowledged by the Contractor. At no time will approvals of line-item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit Request for Reimbursement and invoices in compliance with the approved detailed budget.

**EXHIBIT B**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.



**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliances

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status











# CityNet Coordinated Street Outreach Svcs Agreement

Final Audit Report

2023-07-18

Created:	2023-07-17
By:	Vanessa Delgado (CDelgado@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqQ7H7dEGcYK29uKS0_t_PQtUTrvWJeTZ

## "CityNet Coordinated Street Outreach Svcs Agreement" History

-  Document created by Vanessa Delgado (CDelgado@sandiego.gov)  
2023-07-17 - 10:53:42 PM GMT- IP address: 156.29.5.177
-  Document emailed to stacie.hurst@citynet.org for signature  
2023-07-17 - 10:56:30 PM GMT
-  Email viewed by stacie.hurst@citynet.org  
2023-07-17 - 11:22:58 PM GMT- IP address: 104.47.57.254
-  Signer stacie.hurst@citynet.org entered name at signing as Stacie Hurst  
2023-07-18 - 1:28:44 AM GMT- IP address: 68.5.168.28
-  Document e-signed by Stacie Hurst (stacie.hurst@citynet.org)  
Signature Date: 2023-07-18 - 1:28:46 AM GMT - Time Source: server- IP address: 68.5.168.28
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature  
2023-07-18 - 1:28:47 AM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)  
2023-07-18 - 6:09:56 AM GMT- IP address: 98.176.73.217
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)  
Signature Date: 2023-07-18 - 6:13:20 AM GMT - Time Source: server- IP address: 98.176.73.217
-  Document emailed to jrbargar@sandiego.gov for signature  
2023-07-18 - 6:13:21 AM GMT
-  Email viewed by jrbargar@sandiego.gov  
2023-07-18 - 3:24:22 PM GMT- IP address: 156.29.5.191

 Signer jrbargar@sandiego.gov entered name at signing as Justin Bargar

2023-07-18 - 3:30:02 PM GMT- IP address: 156.29.5.191

 Document e-signed by Justin Bargar (jrbargar@sandiego.gov)

Signature Date: 2023-07-18 - 3:30:04 PM GMT - Time Source: server- IP address: 156.29.5.191

 Agreement completed.

2023-07-18 - 3:30:04 PM GMT